

CHEHALIS CITY COUNCIL AGENDA

CITY HALL

350 N MARKET BLVD | CHEHALIS, WA 98532

Dennis L. Dawes, Position at Large
Mayor

Terry F. Harris, District 1, Mayor Pro Tem
Daryl J. Lund, District 2
Dr. Isaac S. Pope, District 4

Anthony E. Ketchum Sr., District 3
Chad E. Taylor, Position at Large
Robert J. Spahr, Position at Large

Regular Meeting of Monday, May 13, 2019 5:00 p.m.

1. Call to Order. (Mayor)
2. Pledge of Allegiance. (Mayor)

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
PUBLIC HEARING		
3. <u>2020-2025 Six-Year Transportation Improvement Program.</u> (City Manager, Public Works Director, Street/Storm Supt.)	CONDUCT PUBLIC HEARING; DIRECT ADMINISTRATION TO PREPARE RESOLUTION	1

PROCLAMATIONS / PRESENTATIONS

4. Proclamation – Police Week. (Mayor)
5. Well City Award Recognition. (Mayor)

CITIZENS BUSINESS

This is an opportunity for members of the audience to address the council on matters not listed elsewhere on the agenda. Speaker identification forms are available at the door and may be given to the city clerk prior to the beginning of the meeting.

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ADMINISTRATION
RECOMMENDATION

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CONSENT CALENDAR

6. <u>Minutes of the Regular City Council Meeting of April 22, 2019.</u> (City Clerk)	APPROVE	4
7. <u>Vouchers and Transfers – Accounts Payable.</u> (City Manager, Finance Director)	APPROVE	6
8. <u>Vouchers and Transfers – Payroll.</u> (City Manager, Finance Director)	APPROVE	8
9. <u>Award Bid for Construction of Riverside Force Main Replacement Project to C&R Tractor and Landscaping in the Amount of \$633,785.60.</u> (City Manager, Public Works Director, Wastewater Supt.)	APPROVE	10
10. <u>Amendment No. 1 to Engineering Services Agreement with Gibbs & Olson for the Riverside Force Main Replacement Project for Construction Management Services in the Amount of \$82,500.</u> (City Manager, Public Works Director, Wastewater Supt.)	APPROVE	26
11. <u>Engineering Services Agreement with SCJ Alliance for Design of a New High Level Water Reservoir Pump Station in an Amount Not to Exceed \$182,100.80.</u> (City Manager, Public Works Director, Water Supt.)	APPROVE	33
12. <u>Change Order #4 in the Amount of \$19,195.68 for the National Avenue Slide Restoration Project.</u> (City Manager, Community Development Director, Public Works Director, Street/Storm Supt.)	APPROVE	62
13. <u>Consider Cancellation of May 27, 2019 City Council Meeting.</u> (City Manager)	APPROVE	65
14. <u>Refund of Right-of-Way Occupancy Permit Fees for Temporary Uses.</u> (City Manager, Community Development Director, Planning & Building Manager)	APPROVE	66

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NEW BUSINESS

15. <u>Interlocal Agreement with Lewis County Fire District 6 for Extended Use of Fire Station Facilities.</u> (City Manager, Fire Chief)	APPROVE	68
16. <u>Police Department Records Technician, Evidence, and Parking Enforcement Positions.</u> (City Manager, Police Chief)	APPROVE	75

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ADMINISTRATION
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ADMINISTRATION AND CITY COUNCIL REPORTS

17. <u>Administration Reports.</u> b. City Manager Update. (City Manager)	INFORMATION ONLY	- - -
18. <u>Councilor Reports/Committee Updates.</u> (City Council)	INFORMATION ONLY	- - -

EXECUTIVE SESSION

19. Pursuant to RCW:

42.30.140(4)(b) – Collective Bargaining

42.30.110(1)(b) – Selection of Site or Acquisition of Real Estate

42.30.110(1)(g) – Review Performance of a Public Employee

**THE CITY COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA.
NEXT REGULAR CITY COUNCIL MEETING IS MONDAY, JUNE 10, 2019.**

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Rick Sahlin, Public Works Director
Don Schmitt, Street/Storm Superintendent

MEETING OF: May 13, 2019

SUBJECT: Public Hearing for the 2020-2025 Six-Year Transportation Improvement Program

ISSUE

The administration is presenting the proposed 2020-2025 Transportation Improvement Program (TIP) and will consider all comments during the public hearing regarding future transportation priorities.

DISCUSSION

The administration continues to identify aspects of the city's transportation system needing improvement for the safety and convenience of our citizens and visitors to Chehalis. Developing the TIP is the first step in the annual process required by WSDOT of all local agencies. Projects that receive funding from state or other federal sources are required to be identified on a local TIP, and once funding is received, they are placed on the Statewide Transportation Improvement Program, commonly known as the "STIP." To be listed on the Washington State Department of Transportation (WSDOT) Statewide Transportation Improvement Program (STIP) the projects must be funded. The city does not have any current projects listed on the STIP.

Attached is a list of projects for the 2020-2025 TIP that the administration will continue to pursue funding sources for, including funding by the Transportation Benefit District.

FISCAL IMPACT

There is no fiscal impact associated with the public hearing.

RECOMMENDATION

It is recommended that the City Council consider public testimony provided at the public hearing, close the public hearing, and direct the administration to prepare a resolution for consideration at the June 10 City Council meeting to adopt the 2020-2025 Six-Year Transportation Improvement Program.

SUGGESTED MOTION

I move that the City Council direct the administration to prepare a resolution for consideration at the June 10 City Council meeting to adopt the 2020-2025 Six-Year Transportation Improvement Program.

CITY OF CHEHALIS - 2020-2025 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM

Project	General Description	Funding Source	Start Year	Prior Years	2020	2021	2022	2023	2024	2025	Future	Total Cost
Citywide Preservation Program	Chip-sealing, HMA preleveling, patching	Arterial Steet/4% Funds/TBD	2020		125,000	175,000	175,000	200,000	200,000	200,000		1,075,000
Pacific Avenue - Main St. to Park St.	Street reconstruction, storm and water line replacement, ornamental lighting	TBD, Utility funds	2019	100,000	1,700,000							1,800,000
Chehalis Avenue	Repair 3rd St. to 9th St.	TBD, Utility funds	2019	50,000	1,000,000							1,050,000
Market Blvd. - Park to N National Ave.	Renaissance streetscape planning	Grants/Arterial Steet/4% Funds/TBD/Utility Funds	2020		200,000		2,750,000					2,950,000
Main St.- Market to I-5	Grind and inlay	Grants/TBD	2020		1,025,000							1,025,000
Chamber Way Bridge Replacement	Replace Bridge	Grants/Arterial Steet/4% Funds/TBD	2021			2,000,000		33,600,000				35,600,000
Market Blvd - Park St to 13th St	Reconstruction	Grants/Arterial Steet/4% Funds/TBD	2021			150,000	4,700,000					4,850,000
Market Blvd - 13th to city limits	Reconstruct, pedestrian improvements	Grants/Arterial Steet/4% Funds/TBD	2023					100,000	4,500,000			4,600,000
Louisiana Avenue	Widening/realignment just south of Chamber	Arterial Steet/4% Funds/TBD	2020		50,000							50,000
William Avenue	Realign William, sidewalks, curbs	Arterial Steet/4% Funds/TBD	2020		100,000							100,000
National Ave./ Coal Cr. Improvements	Coal Creek Bridge, intersection, pedestrian improvements, reconstruction	Grants/Arterial Steet/4% Funds/TBD	2021			200,000		2,500,000				2,700,000
Louisiana Ave.- Chamber Way to Home Depot	Grind & inlay, Chamber to Home Depot, traffic control improvements	Grants/Arterial Steet/4% Funds/TBD	2022				275,000					275,000
Riverside Dr/Newaukum Ave repairs	Spot repairs Hwy 6 to Shorey Rd/sidewalks	Grants/Arterial Steet/4% Funds/TBD	2023					500,000				500,000
Winchester Hill Dr.	Spot repair/ double chip seal or overlay	Arterial Steet/4% Funds/TBD	2021			70,000						70,000
20th St.- Market to Salsbury	Grind and inlay	Grants/Arterial Steet/4% Funds/TBD	2023						300,000			300,000
Louisiana Ave Repairs	Spot repair & overlay Hwy 6 North	Grants/Arterial Steet/4% Funds/TBD	Future								450,000	450,000
Snively Ave improvements	Reconstruct 16th to 20th	Grants/Arterial Steet/4% Funds/TBD/Utility Funds	Future								2,500,000	2,500,000
National Ave.- Market to Chamber	Reconstruct, pedestrian improvements	Grants/Arterial Steet/4% Funds/TBD	Future								1,525,000	1,525,000
13th St.- Market to Interstate	Grind & overlay, ADA compliance	Grants/Arterial Steet/4% Funds/TBD	Future								260,000	260,000
Guardrail	Various locations throughout city	Grants/Arterial Steet/4% Funds/TBD	Future								125,000	125,000
Front, Pacific, Park Streets improvements	Grind, overlay/utility/frontage improvements	Grants/Arterial Steet/4% Funds/TBD	Future								2,500,000	2,500,000
					4,200,000	2,595,000	7,900,000	36,900,000	5,000,000	200,000	7,360,000	64,305,000

Current Year (2019) Projects

Interstate Avenue- Grind and repave. Joint project with Lewis County

Kresky Avenue - Grind and repave

Chehalis Avenue- Repair 3rd St. to 9th St. Design work 2019, construction 2020

Pacific Avenue- Reconstruction. Design 2019, construction 2020

April 22, 2019

The Chehalis city council met in regular session on Monday, April 22, 2019, in the Chehalis city hall. Mayor Dennis Dawes called the meeting to order at 5:00 pm with the following council members present: Terry Harris, Tony Ketchum, Daryl Lund, Dr. Isaac Pope, Bob Spahr, and Chad Taylor. Staff present included: Jill Anderson, City Manager; Ken Cardinale, Fire Chief; Caryn Foley, City Clerk; Bill Hillier, City Attorney; Hillary Hoke, Planning & Building Manager; Brandon Rakes, Airport Operations Coordinator; Rick Sahlin, Public Works Director; Chun Saul, Finance Director; Glenn Schaffer, Police Chief; and Don Schmitt, Street/Stormwater Superintendent. Members of the news media included Will Rubin of *The Chronicle*.

1. **Proclamation – Administrative Professionals Week.** Mayor Dawes read a proclamation in recognition of Administrative Professionals Week – April 22-26. He expressed appreciation to all of the city’s administrative professionals.

2. **Consent Calendar.** Councilor Spahr moved to approve the consent calendar comprised of the following:

- a. Minutes of the regular meeting of April 8, 2019;
- b. April 15, 2019 Claim Vouchers No. 125515-125663 and Electronic Funds Transfer Nos. 32019 and 42019 in the amount of \$431,917.81;
- c. Appointments of Peter Hammer and Michele Gallagher to the Historic Preservation Commission for three-year terms expiring April 22, 2022;
- d. Set May 13, 2019 at 5:00 pm to conduct a public hearing on the city's 2020-2025 Six-Year Transportation Improvement Program; and
- e. Resolution No. 5-2019, first and final reading – declaring property to be surplus.

The motion was seconded by Councilor Lund.

Michele Gallagher and Peter Hammer introduced themselves and thanked the council for their appointments to the Historic Preservation Commission.

The motion carried unanimously.

3. **Ordinance No. 997-B, Second and Final Reading – Amending the 2019 Budget.** City Manager Anderson stated a full presentation on the proposed budget amendment was provided at the April 8 council meeting. She noted there were no changes since first reading and noted staff would be happy to address any questions.

Councilor Ketchum moved to pass Ordinance No. 997-B on second and final reading. The motion was seconded by Councilor Taylor and carried unanimously.

4. **Administration Reports.**

a. **Finance Report.** Chun Saul provided the 2019 first quarter finance report, which focused on 2019 first quarter operating results; budget to actual comparison; citywide total for all funds combined; general overview of revenues, expenditures and fund balance summary, revenues by source – budget to actual and trend, and expenditures by department – budget to actual; and overview of Enterprise Funds overview. Ms. Saul also provided a treasurer’s report. She noted the city operated within normal budget parameters during the first quarter.

b. **City Manager Update.** City Manager Anderson stated the administration would be watching sales tax trends since it makes up more than half of the General Fund budget. With the adoption of the first budget amendment, the city is just at its 10% reserve policy.

5. **Councilor Reports/Committee Updates.**

a. Councilor Lund stated the city-owned steam train is in need of repairs, taking it out of service this season; however, Councilor Lund has a friend who has a steam engine and they are working out a lease to bring it on board. The engine is known as the “chicken” as it stood outside a chicken restaurant for many years. He noted the Easter train runs had over 1,000 riders.

April 22, 2019

b. Councilor Spahr attended the funeral service for Jack Aselton, a former Chehalis police officer.

c. Mayor Dawes attended the Transportation Strategy Council meeting and the funeral service for Jack Aselton.

There being no further business to come before the city council, the meeting was adjourned at 5:35 pm.

Dennis L. Dawes, Mayor

Caryn Foley, City Clerk

Approved:

Initials: _____

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Chun Saul, Finance Director
Michelle White, Accounting Tech II

MEETING OF: May 13, 2019

SUBJECT: Vouchers and Transfers

ISSUE

City Council approval is requested for Vouchers and Transfers dated April 30, 2019.

DISCUSSION

The April 30, 2019 claim vouchers have been reviewed by a committee of three councilors prior to the release of payments. The administration is requesting City Council approval for Claim Vouchers No. 125664-125787 in the amount of \$260,145.35 dated April 30, 2019, which includes the transfer of:

- \$ 75,989.08 from the General Fund
- \$ 2,683.36 from the Dedicated Street Fund – 4% Sales Tax Fund
- \$ 76,504.13 from the Tourism Fund
- \$ 6,224.94 from the Public Facilities Reserve Fund
- \$ 45,107.28 from the Wastewater Fund
- \$ 8,795.50 from the Water Fund
- \$ 444.81 from the Storm & Surface Water Utility Fund
- \$ 43,010.97 from the Airport Fund
- \$ 1,385.28 from the Firemen’s Pension Fund

RECOMMENDATION

It is recommended that the City Council approve the April 30, 2019 Claim Vouchers No. 125664-125787 in the amount of \$260,145.35.

SUGGESTED MOTION

I move that the City Council approve the April 30, 2019 Claim Vouchers No. 125664-125787 in the amount of \$260,145.35.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Chun Saul, Finance Director
Betty Brooks, Payroll Accountant

MEETING OF: May 13, 2019

SUBJECT: Payroll Vouchers and Transfers

ISSUE

City Council approval is requested for Payroll Vouchers and Transfers dated April 30, 2019.

DISCUSSION

The administration requests City Council approval for Payroll Vouchers No. 40796-40830, Direct Deposit Payroll Vouchers No. 10669-10773, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 234-238 dated April 30, 2019 in the amount of \$800,945.29, which include the transfer of:

- \$531,511.87 from the General Fund
- \$7,098.47 from the Arterial Street Fund
- \$101,996.52 from the Wastewater Fund
- \$97,276.71 from the Water Fund
- \$28,218.22 from the Storm & Surface Water Utility Fund
- \$32,761.50 from the Airport Fund
- \$2,082.00 from the Firemen's Pension Fund

RECOMMENDATION

It is recommended that the City Council approve the April 30, 2019 Payroll Vouchers No. 40796-40830, Direct Deposit Payroll Vouchers No. 10669-10773, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 234-238 in the amount of \$800,945.29.

SUGGESTED MOTION

I move that the City Council approve the April 30, 2019, Payroll Vouchers No. 40796-40830, Direct Deposit Payroll Vouchers No. 10669-10773, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 234-238 in the amount of \$800,945.29.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Rick Sahlin, Public Works Director
Patrick Wiltzius, Wastewater Superintendent

MEETING OF: May 13, 2019

SUBJECT: Award Bid for the Construction of the Riverside Force Main Replacement Project

ISSUE

The administration recently advertised for bids to construct the Riverside Force Main Replacement Project. The results of the bidding and a recommendation to award a contract are presented for the City Council's review and consideration.

DISCUSSION

The force main from the Riverside Road Sewer Pump Station is over 30 years old. In 2017, City staff repaired a leak in the line and it was apparent at that time that the line needed to be replaced. To that end, the project will include the replacement of 2,450 linear feet of sewer force main that connects the pump station to an existing valve near NW Shoreline Drive. A combination of HDPE and ductile iron pipe will be used and will include a bridge crossing, a boring and casing beneath State Route 6, and two air release assemblies. This line is being upsized from 10" to 14" to increase its capacity for future conditions.

Bids were opened on April 30, 2019 and six bids were received and are summarized below.

Bidder	Amount*
C&R Tractor and Landscaping	\$ 633,785.60
South Sound Contractors	\$ 815,587.49
Nova Contracting	\$ 825,025.00
Midway Underground	\$ 852,421.24
Clark & Sons Excavating	\$ 905,302.91
Rognlin's	\$ 942,709.81

* Including sales tax

Gibbs & Olson, the engineering consultant, has tabulated the bids and checked references of the lowest bidder. Since C&R Tractor and Landscaping appears to be able to complete the job and is the lowest bidder, the administration recommends they be awarded the contract to complete the work.

FISCAL IMPACT

The amount of this contract is below the \$700,000 approved in the 2019 budget. \$30,000 is already built into the bid as a contingency to cover any unexpected change orders. There is no external funding for this project. It will be paid for entirely out of wastewater utility funds.

RECOMMENDATION

It is recommended that the City Council:

- Award the contract for the construction of the Riverside Force Main Replacement project to C&R Tractor and Landscaping in the amount of \$633,785.60; and
- Authorize the City Manager to execute change orders that do not cumulatively exceed \$30,000; and
- Authorize the City Manager to sign all related contract documents.

SUGGESTED MOTION

I move that the City Council:

- Award the contract for the construction of the Riverside Force Main Replacement project to C&R Tractor and Landscaping in the amount of \$633,785.60; and
- Authorize the City Manager to execute change orders that do not cumulatively exceed \$30,000; and
- Authorize the City Manager to sign all related contract documents.



Memorandum

To: Rick Sahlin -City of Chehalis
From: Michael Marshall, PE *MM*
Date: May 2, 2019
Re: Riverside Road Forcemain Replacement Project Contract Award Recommendation

The City advertised for bids for the Riverside Road Forcemain Replacement Project on April 4, 2019 to replace the old ductile iron forcemain with a new HDPE forcemain. The City opened six bids that were submitted on April 30, 2019 at 1:30 PM. The bids ranged from \$633,785.60 to \$942,709.81 including sales tax. The low bid was offered by C&R Tractor and Landscaping, Inc. and is less than the Opinion of Probable Cost which is \$684,830.26 including sales tax.

C&R Tractor's bid is the low bid submitted and is properly filled out including signatures and is deemed to be responsive.

I have attached the bid tabulation.

I have verified that C&R Tractor is in good standing with the state of Washington. I have also checked their references which were all good.

We recommend that the City award the contract for Riverside Road Forcemain Replacement to C&R Tractor and Landscaping.

CITY OF CHEHALIS RIVERSIDE ROAD FORCEMAIN REPLACEMENT PROJECT

Bidder's Tabulation

Bid Opening: April 30, 2019 - 1:30 pm

BID ITEM No.	BID ITEM NAME	TOTAL UNITS	Engineer Opinion of Cost		Contractor Name		Contractor Name		Contractor Name		
			COST PER UNIT	TOTAL COST	C&R Tractor and Landscaping		South Sound Contractors		NOVA Contracting, Inc.		
					COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	COST PER UNIT	TOTAL COST	
1	MISCELLANEOUS CONSTRUCTION	1	FA	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
2	MOBILIZATION	1	L.S.	\$ 45,000.00	\$ 45,000.00	\$ 46,200.00	\$ 46,200.00	\$ 60,000.00	\$ 60,000.00	\$ 80,000.00	\$ 80,000.00
3	TEMPORARY TRAFFIC CONTROL	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 8,170.00	\$ 8,170.00	\$ 133,920.00	\$ 133,920.00	\$ 10,000.00	\$ 10,000.00
4	FLAGGERS AND SPOTTERS	100	hour	\$ 65.00	\$ 6,500.00	\$ 107.00	\$ 10,700.00	\$ 67.00	\$ 6,700.00	\$ 70.00	\$ 7,000.00
6	CSTC	150	TON	\$ 30.00	\$ 4,500.00	\$ 32.00	\$ 4,800.00	\$ 18.00	\$ 2,700.00	\$ 60.00	\$ 9,000.00
6	SAWCUTTING	1000	LF	\$ 3.00	\$ 3,000.00	\$ 6.25	\$ 6,250.00	\$ 8.80	\$ 8,800.00	\$ 2.00	\$ 2,000.00
7	TRENCH EXCAVATION	2000	CY	\$ 8.00	\$ 16,000.00	\$ 16.00	\$ 32,000.00	\$ 10.00	\$ 20,000.00	\$ 10.00	\$ 20,000.00
8	IMPORTED TRENCH BACKFILL	1300	TON	\$ 30.00	\$ 39,000.00	\$ 23.37	\$ 30,381.00	\$ 18.00	\$ 23,400.00	\$ 18.00	\$ 23,400.00
9	NATIVE SOIL TRENCH BACKFILL	800	CY	\$ 10.00	\$ 8,000.00	\$ 18.00	\$ 14,400.00	\$ 10.00	\$ 8,000.00	\$ 10.00	\$ 8,000.00
10	HOT MIXED ASPHALT	230	TON	\$ 190.00	\$ 43,700.00	\$ 135.44	\$ 31,161.20	\$ 144.57	\$ 33,251.10	\$ 160.00	\$ 36,800.00
11	CDF	20	CY	\$ 200.00	\$ 4,000.00	\$ 151.51	\$ 3,030.20	\$ 90.00	\$ 1,800.00	\$ 200.00	\$ 4,000.00
12	CONCRETE CURB AND GUTTER	600	LF	\$ 50.00	\$ 30,000.00	\$ 31.31	\$ 18,786.00	\$ 38.80	\$ 23,280.00	\$ 30.00	\$ 18,000.00
13	CONCRETE DRIVEWAY	100	SY	\$ 100.00	\$ 10,000.00	\$ 78.38	\$ 7,838.00	\$ 94.00	\$ 9,400.00	\$ 70.00	\$ 7,000.00
14	14" HDPE SDR 11 PIPE AND FITTINGS	2314	LF	\$ 95.00	\$ 219,830.00	\$ 59.20	\$ 138,988.80	\$ 30.16	\$ 69,790.24	\$ 125.00	\$ 289,250.00
15	TUNNELING AND STEEL CASING	170	LF	\$ 500.00	\$ 85,000.00	\$ 784.76	\$ 133,409.20	\$ 695.00	\$ 118,150.00	\$ 750.00	\$ 127,500.00
16	12" DIP FOR BRIDGE CROSSING	136	LF	\$ 300.00	\$ 40,800.00	\$ 309.82	\$ 42,108.32	\$ 460.00	\$ 62,560.00	\$ 300.00	\$ 40,800.00
17	LOCATOR BOX	6	EACH	\$ 500.00	\$ 3,000.00	\$ 130.43	\$ 782.58	\$ 65.40	\$ 332.40	\$ 600.00	\$ 3,600.00
18	LOCATOR POST	6	EACH	\$ 100.00	\$ 600.00	\$ 105.18	\$ 631.08	\$ 26.67	\$ 160.02	\$ 100.00	\$ 600.00
19	AIR/VACUUM VALVE ASSEMBLY	2	EACH	\$ 8,000.00	\$ 16,000.00	\$ 4,358.47	\$ 8,716.94	\$ 1,848.88	\$ 3,697.76	\$ 12,000.00	\$ 24,000.00
20	ISOLATION VALVE	2	EACH	\$ 5,000.00	\$ 10,000.00	\$ 6,851.43	\$ 13,702.86	\$ 4,787.10	\$ 9,574.20	\$ 4,000.00	\$ 8,000.00
21	HYDROSEEDING	1000	SY	\$ 4.00	\$ 4,000.00	\$ 4.80	\$ 4,800.00	\$ 2.28	\$ 2,280.00	\$ 1.00	\$ 1,000.00
22	TRENCH SAFETY SYSTEMS	1	LB	\$ 4,000.00	\$ 4,000.00	\$ 2,705.61	\$ 2,705.61	\$ 135,000.00	\$ 135,000.00	\$ 12,580.00	\$ 12,580.00
	SUBTOTAL CONSTRUCTION COSTS				\$ 632,930.00		\$ 595,753.79		\$ 763,777.72		\$ 782,500.00
	SALES TAX AT 2.2%				\$ 51,900.26		\$ 48,031.81		\$ 61,809.77		\$ 62,526.00
	SUBTOTAL CONSTRUCTION COSTS & SALES TAX				\$ 684,830.26		\$ 643,785.60		\$ 825,587.49		\$ 845,026.00

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BID ITEM No.	BID ITEM NAME	TOTAL UNITS	Contractor Name		Contractor Name		Contractor Name		COST PER UNIT	TOTAL COST
			Midway Underground, LLC		Clerk & Sons		Rognin's			
1	MISCELLANEOUS CONSTRUCTION	1	FA	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
2	MOBILIZATION	1	L.S.	\$ 60,000.00	\$ 60,000.00	\$ 85,000.00	\$ 85,000.00	\$ 88,000.00	\$ 88,000.00	\$ 88,000.00
3	TEMPORARY TRAFFIC CONTROL	1	L.S.	\$ 25,000.00	\$ 25,000.00	\$ 8,000.00	\$ 8,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
4	FLAGGERS AND SPOTTERS	100	hour	\$ 65.00	\$ 6,500.00	\$ 75.00	\$ 7,500.00	\$ 69.00	\$ 6,900.00	\$ 6,900.00
5	CSTC	150	TON	\$ 38.00	\$ 5,700.00	\$ 130.00	\$ 19,500.00	\$ 50.00	\$ 7,500.00	\$ 7,500.00
6	SAWCUTTING	1000	LF	\$ 5.00	\$ 5,000.00	\$ 4.00	\$ 4,000.00	\$ 2.00	\$ 2,000.00	\$ 2,000.00
7	TRENCH EXCAVATION	2000	CY	\$ 31.00	\$ 62,000.00	\$ 6.00	\$ 12,000.00	\$ 8.50	\$ 17,000.00	\$ 17,000.00
8	IMPORTED TRENCH BACKFILL	1300	TON	\$ 36.00	\$ 46,800.00	\$ 20.00	\$ 26,000.00	\$ 19.50	\$ 25,350.00	\$ 25,350.00
9	NATIVE SOIL TRENCH BACKFILL	800	CY	\$ 10.00	\$ 8,000.00	\$ 1.00	\$ 800.00	\$ 8.00	\$ 6,400.00	\$ 6,400.00
10	HOT MIXED ASPHALT	230	TON	\$ 135.00	\$ 31,050.00	\$ 145.00	\$ 33,350.00	\$ 175.00	\$ 40,250.00	\$ 40,250.00
11	CDF	20	CY	\$ 400.00	\$ 8,000.00	\$ 100.00	\$ 2,000.00	\$ 342.00	\$ 6,840.00	\$ 6,840.00
12	CONCRETE CURB AND GUTTER	600	LF	\$ 55.00	\$ 33,000.00	\$ 55.00	\$ 33,000.00	\$ 68.00	\$ 40,800.00	\$ 40,800.00
13	CONCRETE DRIVEWAY	100	SY	\$ 95.00	\$ 9,500.00	\$ 136.00	\$ 13,600.00	\$ 128.00	\$ 12,800.00	\$ 12,800.00
14	14" HDPE SDR 11 PIPE AND FITTINGS	2314	LF	\$ 80.00	\$ 185,120.00	\$ 118.00	\$ 273,052.00	\$ 109.00	\$ 252,228.00	\$ 252,228.00
15	TUNNELING AND STEEL CASING	170	LF	\$ 850.00	\$ 144,500.00	\$ 940.00	\$ 159,800.00	\$ 816.00	\$ 138,720.00	\$ 138,720.00
16	12" DIP FOR BRIDGE CROSSING	136	LF	\$ 450.00	\$ 61,200.00	\$ 640.00	\$ 87,040.00	\$ 1,000.00	\$ 136,000.00	\$ 136,000.00
17	LOCATOR BOX	6	EACH	\$ 250.00	\$ 1,500.00	\$ 380.00	\$ 2,280.00	\$ 800.00	\$ 4,800.00	\$ 4,800.00
18	LOCATOR POST	6	EACH	\$ 75.00	\$ 450.00	\$ 350.00	\$ 2,100.00	\$ 100.00	\$ 600.00	\$ 600.00
19	AIR/VACUUM VALVE ASSEMBLY	2	EACH	\$ 15,000.00	\$ 30,000.00	\$ 8,400.00	\$ 16,800.00	\$ 4,000.00	\$ 8,000.00	\$ 8,000.00
20	ISOLATION VALVE	2	EACH	\$ 12,000.00	\$ 24,000.00	\$ 6,800.00	\$ 13,600.00	\$ 13,000.00	\$ 26,000.00	\$ 26,000.00
21	HYDROSEEDING	1000	SY	\$ 4.00	\$ 4,000.00	\$ 11.00	\$ 11,000.00	\$ 1.95	\$ 1,950.00	\$ 1,950.00
22	TRENCH SAFETY SYSTEMS	1	LB	\$ 5,500.00	\$ 5,500.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
	SUBTOTAL CONSTRUCTION COSTS				\$ 736,620.00		\$ 838,694.00		\$ 871,266.00	\$ 871,266.00
	SALES TAX AT 8%				\$ 64,619.24		\$ 68,695.52		\$ 71,443.81	\$ 71,443.81
	SUBTOTAL CONSTRUCTION COSTS & SALES TAX				\$ 801,239.24		\$ 907,389.52		\$ 942,709.81	\$ 942,709.81

BID FORM

Project Identification:

City of Chehalis
Riverside Road Forcemain Replacement Project

THIS BID IS SUBMITTED TO:

City of Chehalis
350 North Market Blvd.
Chehalis, WA 98532

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for thirty days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)
1, 4-12-2019
2, 4-24-2019

 - (b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
 - (c) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
 - (d) BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the

site (except Underground Facilities) which have been identified in the Supplementary Conditions. BIDDER accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraph 4.2 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

- (e) BIDDER is aware of the general nature of Work to be performed by the Owner or others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- (f) BIDDER has correlated the information known to BIDDER, information and observation obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- (g) BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- (h) **NON-COLLUSION AFFIDAVIT**
This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, associated, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. BIDDER will complete the Work in accordance with the Contract Documents for the following unit price not including sales tax per the General Conditions, paragraph 11.9.1.

The bidder shall bid on all of the Bid Items. Failure to bid on any Bid Items will qualify the bid as non-responsive. Award shall be based on the lowest responsive responsible bid.

Item	Description	Quantity	Unit	Unit Price	Amount
1	Miscellaneous Construction	1	Force Account	\$30,000.00	\$30,000.00
2	Mobilization	1	L.S.	\$46,200.00	\$46,200.00
3	Temporary Traffic Control	1	L.S.	\$8,170.00	\$8,170.00
4	Flaggers and Spotters	100	Hour	\$107.00	\$10,700.00
5	CSTC	150	Ton	\$32.00	\$4,800.00
6	Sawcutting	1000	L.F.	\$5.25	\$5,250.00
7	Trench Excavation	2000	C.Y.	\$16.00	\$32,000.00
8	Imported Trench Backfill	1300	Ton	\$23.37	\$30,381.00
9	Native Soil Trench Backfill	800	C.Y.	\$18.00	\$14,400.00
10	HMA Class 1/2 inch - PG58H-22	230	Ton	\$135.44	\$31,151.20
11	Controlled Density Fill	20	C.Y.	\$151.51	\$3,030.20
12	Concrete Curb & Gutter incl. demo	600	L.F.	\$31.31	\$18,786.00
13	Concrete Driveway incl. demo	100	S.Y.	\$78.38	\$7,838.00
14	14" HDPE SDR 11 Pipe & Fittings	2314	L.F.	\$59.20	\$136,988.80
15	Tunneling and Steel Casing	170	L.F.	\$784.76	\$133,409.20
16	12" DIP for Bridge Crossing	136	L.F.	\$309.62	\$42,108.32
17	Locator Box	6	Each	\$130.43	\$782.58
18	Locator Post	6	Each	\$105.18	\$631.08
19	Air/Vacuum Valve Assembly incl. demo	2	Each	\$4,359.47	\$8,718.94
20	Isolation Valve	2	Each	\$6,851.43	\$13,702.86
21	Hydroseeding	1000	S.Y.	\$4.00	\$4,000.00
22	Trench Safety Systems	1	L.S.	\$2,705.61	\$2,705.61

SUBTOTAL	\$ 585,753.79
SALES TAX @ 8.2%	\$ 48,031.81
TOTAL	\$ 633,785.60

Unit Prices have been computed in accordance with paragraph 11.03 of the General Conditions.

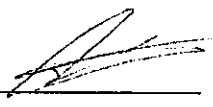
BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

5. BIDDER agrees that the Work will be substantially complete within **ninety (90) calendar days** after the date when the Contract Times commences to run as provided in paragraph 2.03 of the General Conditions. All work shall be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **one hundred ten (110) calendar days**.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:
- (a) Required Bid Security in the form of a certified or bank check or a Bid Bond made payable to the Owner.
 - (b) A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in the Bid.

7. Communications concerning this Bid shall be addressed to the BIDDER's representative at the following address:

Bidder's Representative Casey Heaton, President 

Company Name C&R Tractor and Landscaping Inc.

Address 3829 Pleasant Hill Road Kelso WA 98624

Telephone 360-577-8288

8. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on April 30th, 2019

State Contractor License No. CRTR-ART 939BW

Expiration Date: 3-3-2021

If BIDDER is:

A Corporation

By C&R Tractor and Landscaping Inc.
(Corporation Name)

Business address: 3829 Pleasant Hill Rd, Kelso WA 98626
(State of incorporation)

By Casey Heaton
(Person authorized to sign) Print Name [Signature] Signature

Attest Shauna Curtis
(Secretary) Print Name [Signature] Signature

Business Address: 3829 Pleasant Hill Rd, Kelso WA 98626

Phone No.: 360-577-8288

Date of Qualification to do business is 1-16-2007

A Joint Venture

By _____ (SEAL)
Signature

(Address)

By _____ (SEAL)
Signature

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

BID BOND

PENAL SUM FORM

BIDDER (Name and Address):

C. & R. Tractor and Landscaping, Inc.
3829 Pleasant Hill Road
Kelso, WA 98626

SURETY (Name and Address of Principal Place of Business):

Nationwide Mutual Insurance Company
1100 Locust Street
Des Moines, Iowa 50391

OWNER (Name and Address):

City of Chehalis
350 Market Boulevard
Chehalis, WA 98532

BID

BID DUE DATE: May 2, 2019

PROJECT (Brief Description Including Location):

Riverside Forcemain, City of Chehalis

BOND

BOND NUMBER: BID

DATE: (Not later than Bid Due Date): April 29, 2019

PENAL SUM: 5% Five Percent of the Total Amount Bid

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

C. & R. Tractor and Landscaping, Inc. (Seal) Bidder's Name and Corporate Seal
Nationwide Mutual Insurance Company (Seal) Surety's Name and Corporate Seal

By: [Signature] Casey Heaton, President Signature and Title
By: [Signature] LeeAnn N. Googins, Attorney-in-Fact Signature and Title
(Attach Power of Attorney)

Attest: [Signature] Sr. Acct Manager Signature and Title
Attest: [Signature] CSR Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Allied Property and Casualty Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

LEEANN N. GOOGINS, RANDY S. WALKER

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

TEN MILLION AND NO/100 DOLLARS (\$10,000,000)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

Antonio C. Albanese

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company



ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Suzanne C. Delio
Notary Public, State of New York
No. 02DE6126649
Qualified in Westchester County
Commission Expires September 16, 2021

Suzanne C. Delio

Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 29th day of April, 2019

Laura B. Guy

Assistant Secretary

1. Bidder and Surety, jointly and severally, bind them-selves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2 All bids are rejected by Owner, or
 - 3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

EJCDC NO. 1910-28-C (1990 Edition)

DECLARATION OF OPTION FOR INVESTMENT OF RETAINED PERCENTAGE

- A. I hereby elect to have the retained percentage of this contract held in a fund by the Owner until thirty (30) days following final acceptance of the work.

Signed 

Date 4/30/19

- B. I hereby elect to have the Owner invest the retained percentage of this contract from time to time as such retained percentage accrues and in accordance with RCW 60.28.010, .020, and .050.

I hereby designate _____ as the repository for the escrow of said funds.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The Owner shall not be liable in any way for any costs or fees in connection therewith.

Signed _____

Date _____

BIDDER'S CHECKLIST

This checklist has been prepared and furnished to aid Bidders in including all necessary supporting information with their bid. Bidders' submittals should include, but are not limited to, the following:

<u>Item</u>	<u>Checked</u>
1. Proposal (Bid)	<input checked="" type="checkbox"/>
2. Bidder's Bond or Other Security	<input checked="" type="checkbox"/>
3. Power-of-Authority for Surety's Agent to execute Bidder's bond	<input checked="" type="checkbox"/>
4. Authority to sign Proposal if Signature is by Agent Other Than Officer of Corporation, Partner, or Owner	<input checked="" type="checkbox"/>
5. Acknowledgement of Addenda (in Proposal)	<input checked="" type="checkbox"/>
6. Acknowledgement of Addenda (on each Addendum)	<input checked="" type="checkbox"/>
7. Declaration of Option for Investment	<input checked="" type="checkbox"/>
8. Subcontractor Listing	<input checked="" type="checkbox"/>

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Rick Sahlin, Public Works Director
Patrick Wiltzius, Wastewater Superintendent

MEETING OF: May 13, 2019

SUBJECT: Amendment No. 1 to Engineering Services Agreement with Gibbs & Olson for the Riverside Force Main Replacement Project

ISSUE

The administration is presenting an amendment to the engineering services agreement for the Riverside Force Main Replacement Project for the City Council's review and consideration.

DISCUSSION

In February 2018, the City Council approved an engineering services agreement with Gibbs & Olson to design the Riverside Force Main Replacement Project. Now that the project has been designed and a contract is being presented for its construction, an amendment to the original agreement for construction management services is proposed. The proposed cost for construction management services is \$82,500.

FISCAL IMPACT

The cost for construction management services was inadvertently omitted from the 2019 budget but, because the construction contract is substantially below the budgeted amount, a budget amendment for only \$16,500 will be required at a later date to cover the overrun. The original engineering services agreement was for \$97,000. With the amendment, the new total for engineering services for this project is \$179,500. These costs will be paid for out of wastewater utility funds.

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to execute Amendment No. 1 to the engineering services agreement with Gibbs & Olson for construction management services in the amount of \$82,500.

SUGGESTED MOTION

I move that the City Council authorize the City Manager to execute Amendment No. 1 to the engineering services agreement with Gibbs & Olson for construction management services in the amount of \$82,500.

AMENDMENT NO. 1

This Amendment No. 1 modifies the Agreement for Engineering Services (Agreement) between Gibbs & Olson, Inc., Longview, Washington (Engineer) and the City of Chehalis, Washington (Client) executed on February 26, 2018, for a project known as the Prindle Street and Riverside Road Forcemain Project.

The following modifications are made to the Agreement. All other terms and conditions of the Agreement remain unchanged.

SCOPE OF WORK

The Scope of Work to be performed by the Engineer is modified as identified below. This Amendment incorporates the following construction phase engineering services for the project. The following specific tasks are added to the Engineer's Scope of Work:

CONSTRUCTION MANAGEMENT PHASE ENGINEERING SERVICES

Work under this task includes Construction Phase Engineering for the project as follows:

- a) Consult with and advise the Client and act as the Client's representative as required by the Construction Contract Documents. As the Client's representative, all of the instructions to Contractor(s) will be issued through Engineer who will have authority to act on behalf of the Client to the extent provided in the Contract Documents. Engineer shall prepare monthly narrative progress reports and submit them to the Client. Construction is expected to take three months.
- b) Visits to Site and Observation of Construction. In connection with observations of the work of the Contractor(s) while it is in progress:
 - 1) Engineer shall make six (6) visits to the site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, Engineer shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist the Engineer and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep the Client informed of the progress of the work.
 - 2) The Resident Project Representative (RPR) (and any assistants) will be Engineer's agent or employee and under Engineer's supervision. The RPR shall provide written daily reports to Engineer's project manager utilizing Engineer's standard report forms. Copies of all daily RPR reports will be provided to Client for their permanent project file. RPR is budgeted for 500 hours spread over the three-month construction period with more onsite time during critical bridge and highway crossing operations.
 - 3) The purpose of Engineer's visits to and representation by the RPR (and assistants, if any) at the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed

work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of the Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

- c) Defective Work. During such visits and on the basis of such observations, Engineer may disapprove of or reject Contractor(s)' work while it is in progress if Engineer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
- d) Interpretations and Clarifications. Engineer shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
- e) Shop Drawings. Engineer shall review and take appropriate action in respect of Shop Drawings, samples and other data, which Contractor(s) are required to submit for compliance with the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- f) Inspections and Tests. Engineer shall have authority, as the Client's representative, to require special inspections or testing of the work, and shall receive and review all certificates of inspections, tests and approvals required by laws, regulations, ordinances, codes, orders or the Contract Documents but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract documents.
- g) Disputes between Client and Contractor. Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of the Client and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. Engineer shall not be liable for the result of any such interpretations or decisions rendered in good faith and made in conformance with the Standard of Practice identified in Exhibit C, Item B.
- h) Applications for Payment. Based on Engineer's on-site observations as an experienced and qualified design professional, on information provided by the Client and on review of applications for payment and the accompanying data and schedules:

- 1) Engineer shall determine the amounts owing to the Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to Client, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of such work subject to any subsequent adjustments allowed by the Contract Documents.
- 2) By recommending any payment Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor(s) work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes, or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to Client free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.
 - i) Inspections. Engineer shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that the Engineer may recommend, in writing, final payment to Contractor(s) and may give written notice to Client and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph "h-2" above.
 - j) Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to Engineer and which Engineer considers significant.
 - k) Limitations of Responsibility. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs "a" through "i" above, shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents.

SCHEDULE:

Construction contract award is anticipated to occur in early May 2019 with construction to anticipated to occur from mid-June through September with contract close out in November 2019.

BUDGET

The budget for the additional Scope of Work presented above is \$82,500 as detailed in the attached Exhibit A.

Original Agreement Amount.....	\$ 97,000.00
<u>Amendment No. 1.....</u>	<u>\$ 82,500.00</u>
Total Agreement Amount	\$179,500.00

GIBBS & OLSON, INC.

CITY OF CHEHALIS, WASHINGTON

By: *Richard A. Gushman*
Richard A. Gushman, President

By: _____
T. Jill Anderson, City Manager

Date: May 1, 2019

Date: _____

Attachment: Exhibit A - Budget Estimate
File: 0155.1077

EXHIBIT A - BUDGET - AMENDMENT NO. 1
 City of Chehalis
 Prindle and Riverside Road Forcemain Project
 April 23, 2019



Budget Estimate		Prin.	Proj. Mgr.	Engr. VI	RPR	CAD Technician	Word Processor	Soils Testing	Total Budget
Task 1	Construction Phase Engineering Services	10	100	8	500	24	8	\$5,000	\$77,594
Task 2	Project Administration	2	8	0	0	0	0		\$1,814
	Mileage - 4,000 @ \$0.58/mile								\$2,320
	Reproduction								\$60
	10% Mark-up on Subconsultants								\$500
	Miscellaneous Project Expenses								\$212
	TOTAL CONSTRUCTION PHASE BUDGET	12	108	8	500	24	8		\$82,500
	ORIGINAL CONTRACT AMOUNT								\$97,000
	TOTAL CONTRACT AMOUNT WITH AMENDMENT NO. 1								\$179,500
	2019 RATES	\$195	\$178	\$160	\$97	\$105	\$68		

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**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Rick Sahlin, Public Works Director
Dave Vasilauskas, Water Superintendent

MEETING OF: May 13, 2019

SUBJECT: Engineering Services Agreement with SCJ Alliance for Design of a New High Level Water Reservoir Pump Station

ISSUE

An engineering services agreement with SCJ Alliance for the High Level Water Reservoir Pumping Station Replacement Project is being presented for City Council's review and approval.

DISCUSSION

The Water Division has a water pumping station located next to the Water Filter Plant to continuously fill the High Level Reservoir. Built in the 1940s, it is at the end of its designed life. Due to the pump station's size and condition, an upgrade would not be economically feasible. A new pump station needs to be designed and constructed. The cost of engineering and design services is included in the 2019 Adopted Budget for the Water Division, which is funded by the Water Fund, which are restricted for water related services and projects.

The attached agreement with SCJ details professional services for the design of a new pump station and includes bidding and construction management services. After construction of the new pump station is complete, the old pump station will be dismantled.

The attached engineering services agreement with SCJ Alliance includes the following:

- Phase 1 – Project Management
- Phase 2 – Schematic Designs
- Phase 3 – Geotechnical Investigation
- Phase 4 – Survey Services
- Phase 5 – Structural Engineering
- Phase 6 - Telemetry & Electrical
- Phase 8 - Bid Package (100%PS&E)
- Phase 9 - Bid Phase Assistance
- Phase 10 – Construction Services

FISCAL IMPACT

The proposed cost for the engineering services agreement is \$182,100.80, which is included in the 2019 Adopted Budget for the Water Division, which is funded by the Water Enterprise Fund.

RECOMMENDATION

It is recommended that the City Council approve the engineering services agreement with SCJ Alliance in an amount not to exceed \$182,100.80.

SUGGESTED MOTION

I move that the City Council approve the engineering services agreement with SCJ Alliance for design of a new high level water reservoir pump station in an amount not to exceed \$182,100.80.



**SHEA, CARR & JEWELL, INC.
AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for Professional Services (or this "Agreement") is dated April 22, 2019, and is made and entered into by and between:

Firm: Shea, Carr & Jewell, Inc. (dba SCJ Alliance) ("SCJ")
Address: 8730 Tallon Lane NE, Suite 200, Lacey, WA 98516
Telephone: 360-352-1465
Fax: 360-352-1509

and

Client: City of Chehalis ("Client")
Address: Chehalis Public Works Attn: Dave Vasilauskas, 2007 NE Kresky AVE, Chehalis, WA 98532
Telephone: 360-748-0238 x 2
Fax: 360-345-1226
Email: dvasilauskas@ci.chehalis.wa.us

Section 1 – The Project. SCJ shall perform all services, as described in Section 2 below, for the following project:

- a. **Project Name:** Chehalis Pump Station (the "Project")
- b. **Project Number:** SCJ# P3470.01
- c. **Project Location:** Chehalis, WA

d. **Project Timeline:** SCJ shall perform its services as expeditiously as is consistent with the professional skill and care and the orderly progress of the Project. If SCJ is delayed in meeting this projected timeline due to causes beyond its control (including, but not limited to, war, riot, civil disorder, fire, labor trouble, strikes, accidents, energy failure, equipment breakdown, delays of suppliers, printers, or carriers, action of government or civil authority, or acts of God), then the projected timeline shall be extended accordingly.

Section 2 – Scope of Work. SCJ shall perform the services (the "Work") described in Attachment A:

Section 3 – Compensation to SCJ. SCJ shall perform the Work for Client for the following compensation:

<u>Budget Summary</u>	<u>Fee Amount</u>	<u>Fee Basis</u>
Phase 01 – Project Management	\$ 11,577	T&M
Phase 02 – Schematic Design	\$ 19,935	T&M
Phase 03 – Geotechnical Investigation	\$ 24,265	T&M
Phase 04 – Survey Services	\$ 4,751	T&M
Phase 05 – Structural Engineering	\$ 19,082	T&M
Phase 06 – Telemetry & Electrical Engineering	\$ 61,566	T&M
Phase 07 – 90% PS&E	\$ 37,545	T&M
Phase 08 – Bid Package (100% PS&E)	\$ 1,440	T&M
Phase 09 – Bid Phase Assistance	\$ 1,940	T&M
TOTAL MAXIMUM FEE:	\$ 182,101	



Time and Materials. When the basis of SCJ's compensation is time and materials, Client will pay SCJ for the time SCJ spends and all the expenses SCJ incurs (see expenses addressed below) in performing the Work, pursuant to the Billing Rate Schedule shown in Attachment B. SCJ may change its billing rates and/or the reimbursement rate for the expenses it incurs from time to time due to market conditions with prior notice to Client. If SCJ changes any of its billing rates and/or reimbursement rates for its expenses, SCJ shall promptly provide a copy of its revised Billing Rate Schedule to Client.

Changes in billing rates and/or reimbursement rates for expenses is not a basis for increasing the Total Maximum Fee shown above.

Lump Sum. When the basis of SCJ's compensation is a lump sum, Client will pay SCJ on a percent-complete basis of the Total Maximum Fee for the Work described in Section 2 of this Agreement. SCJ will be compensated in full upon completion of the Work. Any out-of-scope or extra services requested by the Client will be paid to SCJ on a time and materials basis in accordance with the provisions described above under Time and Materials.

Retainers. Client will pay a retainer to SCJ for the services in the amount of \$N/A. This fee shall be payable in advance upon contract signing. The retainer will not be applied to invoices until a history of timely invoice payment has been established and will not be completely released until the final project invoice. The specific retainer application schedule will be project specific and will be established by mutual agreement between the Client and SCJ.

Expenses. Expenses will include, but not be limited to, the following: transportation costs, including mileage; meals and lodging; laboratory tests and analyses; computer services; word processing services; telephone, printing, binding, and reproduction charges; all costs associated with outside consultants and other outside services and facilities; and other similar costs. Expenses which SCJ incurs on Client's behalf for outside consultants and other outside services or facilities shall include a 10% markup to compensate SCJ for its activities related to these expenses, such as: excise tax, liability insurance, profit, and additional administrative overhead.

Section 4 – Billing and Payment. SCJ will provide Client with an invoice once per month for Work on the Project during the prior month. Client agrees to pay SCJ within 30 days of receiving SCJ's invoice, after which date, if the invoice has not been paid in full, Client's account will become delinquent. Client is deemed to have received an invoice three days after SCJ mailed it to Client at its address provided in this Agreement, postage prepaid. If Client's account becomes delinquent at any time, the following shall apply:

- SCJ may, in its sole discretion, cease all Work on the Project and retain all records and work product in its possession related to the Project until such time as Client's account is brought current; and/or
- SCJ will assess interest at the rate of 1.5 percent per month against any delinquent invoice balance, unless such rate of interest exceeds the legal limit, in which case interest will be assessed against the delinquent invoice balance at the highest legal rate.

Section 5 – Standard of Care; No Warranties. SCJ will perform the Work consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances at the time the Work is performed. SCJ does not make or intend to make any warranty, expressed or implied, by performing any of the Work.

Section 6 – No Third-Party Beneficiaries. The parties do not intend, and no such intent shall be inferred, that SCJ assumes a direct obligation to any third party by entering into this Agreement.

Section 7 – Notice to Cure a Default. If SCJ materially breaches a provision of this Agreement, SCJ may be deemed in default. If SCJ fails within five (5) business days after written notification to commence and continue satisfactory correction of such default with diligence and promptness, then Client shall give SCJ a second written notice of termination within three (3) business days following the end of the five (5) day period.



Section 8 – Termination by Client.

- 8.1 Client may terminate this Agreement as provided in Section 7 in addition to any other remedy provided by this Agreement. If Client's costs arising out of SCJ's failure to cure the default, including the cost of completing the Work, exceed the unpaid Compensation to SCJ, SCJ shall be liable to the Client for such excess costs as limited by Section 10 below. If Client's costs are less than the unpaid Compensation to SCJ, Client shall pay the difference to SCJ. In the event Client exercises its rights under this Section 8, Client shall furnish to SCJ a detailed accounting of the costs incurred by Client.
- 8.2 Client may terminate this Agreement for its own convenience upon fourteen (14) days written notice to SCJ. Upon any termination for convenience, Client shall pay SCJ for all sums due through the effective date of the termination including, but not limited to, the amounts provided in Section 3 above and any expected profits.
- 8.3 If Client terminates this Agreement, with or without cause, before SCJ completes all of the Work, SCJ shall have the right to complete such services, analysis, and records, within its sole discretion, as are necessary to place SCJ's files in order and to complete a report on the services performed pursuant to this Agreement ("Project Closeout"). The time expended and expenses incurred by SCJ in carrying out the Project Closeout shall be billed to Client in addition to all time expended and expenses incurred by SCJ up to the date of termination.

Section 9 – Termination by SCJ.

- 9.1 SCJ may terminate this Agreement upon five (5) days written notice of the following:
- a. Client fails to pay SCJ in accordance with this Agreement.
 - b. Client otherwise materially breaches this Agreement.
- 9.2 Upon termination by SCJ pursuant to this Agreement, SCJ shall be entitled to recover from Client payment for all sums due through the date of termination and for any proven loss, cost, or expense including, but not limited to, the amounts owing from Section 3 above, expected profits, and Project Closeout.

Section 10 – Limitation of Liability. The parties agree that the liability of SCJ (which includes SCJ's shareholders, directors, officers, employees, and agents) to Client for any loss or damage (whether damage or destruction of property or personal injury or death) related in any way to SCJ's performance or nonperformance under this Agreement shall be limited to the total Compensation in Section 3 above or one hundred thousand dollars (\$100,000), whichever is greater. IN NO EVENT SHALL SCJ BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR LIFE EXPECTANCY DAMAGES ARISING OUT OF THIS AGREEMENT.

Section 11 – Indemnification.

- 11.1 SCJ shall indemnify and hold Client harmless from all claims, demands or lawsuits at law or equity for personal injury or property damage ("Claim") arising in whole or in part from the negligence of SCJ or SCJ's agents, employees, or subconsultants; provided that nothing herein shall require SCJ to indemnify and hold harmless Client from Claims based solely upon the negligence of Client, its agents, officers or employees.
- 11.2 Client shall indemnify and hold harmless SCJ, its officers, directors, shareholders, and employees, from all claims, demands, or lawsuits at law or equity for personal injury or property damage ("Claim") arising in whole or in part from the negligence of Client or Client's agents, employees, contractors, or subcontractors; providing that nothing herein shall require Client to indemnify and hold harmless SCJ from Claims based solely upon the negligence of SCJ, its agents, officers, or employees.



- 11.3 The indemnifications contained in Sections 11.1 and 11.2 are valid and enforceable only to the extent of the indemnitor's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contractor agreement for architectural, landscape architectural, engineering, or land surveying services and where the damages are caused by or result from the concurrent negligence of (i) SCJ or its officers, employees, and agents, and (ii) Client or its officers, employees, and agents. This paragraph is intended to comply with RCW 4.24.115.
- 11.4 Both SCJ and Client expressly waive any immunity, from claims against each other, provided by the Washington State Industrial Insurance Act (RCW 51) or similar act of any other state. The provisions of this section shall not be limited in any way by any limitation on benefits payable to or for any third party under any State's Workers' Compensation Act. This waiver is not intended to waive and does not waive SCJ's design professional immunity from claims by an injured worker or beneficiary provided by RCW 51.24.035.
- 11.5 Both SCJ and Client acknowledge that they have mutually negotiated this waiver of immunity under the Washington State Industrial Insurance Act (RCW 51).

<u>Initial here for Voluntary Waiver</u>	
SCJ _____	
Client _____	

Initial Here

Section 12 – Concurrent Work. This Agreement shall not limit, in any way, other work SCJ may undertake for any other client.

Section 13 – Insurance. SCJ shall obtain and keep in force during the terms of this Agreement insurance coverage as follows: (a) Workers' Compensation, as required by applicable statute; (b) Comprehensive General Liability, \$2 million per occurrence and \$4 million in the aggregate; (c) Automobile, \$1 million combined single limit; and (d) Professional Liability, \$1 million per claim and \$2 million in the aggregate.

SCJ will provide Client with thirty (30) day notice prior to cancelling any of the aforementioned policies.

Section 14 – Dispute Resolution, Jurisdiction, Venue, Attorney Fees, and Applicable Law.

- 14.1 **Mediation.** In the event that any dispute arises between the parties related to this Agreement, the parties agree to submit the dispute to non-binding mediation upon either party providing the other with written notice describing the dispute in detail. The parties shall cooperate in selecting the mediator, and the mediation shall occur within 30 days of a party providing written notice to the other party of the dispute. The mediation shall take place in Tacoma, Washington.
- 14.2 **Arbitration.** Except as provided below in Section 14.3., if such mediation does not resolve the dispute, such dispute shall be submitted to final and binding arbitration pursuant to the Washington's Uniform Arbitration Act (RCW 7.04A). The arbitration shall be conducted in Tacoma, Washington. The prevailing party in any such arbitration shall be entitled to recover its reasonable costs and attorney fees.
- 14.3 **Fee Disputes.** Following mediation pursuant to Section 14.1, any dispute involving only Client's failure to pay SCJ pursuant to this Agreement for SCJ's performance of the Work, may be resolved by commencing a lawsuit in court. Venue for the lawsuit shall be Pierce County, Washington. The prevailing party in any such lawsuit shall be entitled to recover its reasonable costs and attorney fees.
- 14.4 **Applicable Law.** This Agreement shall be governed by the laws of the State of Washington.



Section 15 – Ownership of Work Product and Confidentiality. All reports, plans, specifications, field data, notes and other documents, including all documents on electronic media, which SCJ prepares in connection with the Project (which information is collectively referred to herein as “SCJ’s Work Product”) are instruments of SCJ’s service and shall remain the sole property of SCJ, unless agreed otherwise in writing. Client shall not reuse or modify SCJ’s Work Product, without SCJ’s prior written authorization, which authorization SCJ may not unreasonably withhold. Any unauthorized use of the SCJ’s Work Product shall be at the Client’s sole risk and without liability to SCJ and the Client agrees to defend, indemnify and hold harmless SCJ for all claims and liability resulting from such unauthorized use.

Client shall maintain the confidentiality of information specifically designated as confidential by SCJ, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Client from establishing a claim or defense in an adjudicatory proceeding. Only information designated as confidential by SCJ shall be deemed confidential as provided by this paragraph.

Section 16 – Electronic Files and Data. Subject to Section 15 above, if requested, SCJ will provide electronic files to Client for its use and reference in connection with the Project. Client acknowledges and agrees that it shall be solely responsible for inspecting and testing any such electronic files before accessing or using them to verify they are free from bugs, viruses, or other destructive or harmful programs (referred to collectively herein as “Viruses”). Further, SCJ does not make or intend to make any warranty, expressed or implied, that any electronic file it provides to Client will be free from Viruses. Therefore, Client waives any claim it may have against SCJ which waiver includes all measures of damages, including, but not limited to, general, special, direct, indirect, consequential (including loss of profits and/or business), exemplary, statutory, and punitive damages) because any electronic files SCJ provides to client contain any Viruses.

All deliverables provided to Client for the Work shall be hard copies unless otherwise stated in Attachment B. If requested, SCJ may provide electronic files to Client; however, Client acknowledges and agrees that it shall be solely responsible for verifying consistency between electronic files and hard copy deliverables. In the event of any inconsistency between hard copy deliverables and electronic files, the hard copy deliverable shall govern.

Section 17 – Notices. Any written notice provided by one of the parties to the other in connection with this Agreement shall be received when personally delivered, when received by facsimile, or on the third day following mailing by USPS, postage prepaid, to:

SCJ:	SCJ Alliance	Client: City of Chehalis
	Attn: Bob Connolly, PE	Attn: Dave Vasiluskas, Water Superintendent
	8730 Tallon Lane NE	Chehalis Public Works Attn: Dave Vasiluskas
	Suite 200	2007 NE Kresky Ave
	Lacey, WA 98516	Chehalis, WA 98532
	Fax: 360-352-1509	Fax: 360-345-1226
	Email: bob.connolly@scjalliance.com	Email: dvasiluskas@ci.chehalis.wa.us

Section 18 – Survival and Severability. The terms and conditions of this Agreement shall survive the completion of the Work and the termination of this Agreement, whether for cause or for convenience. If any term or condition of this Agreement is ever held to be unenforceable, all remaining terms and conditions shall continue in full force and effect.

Section 19 – Modifications. This Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. Except as provided in Section 3 above regarding the periodic adjustment of SCJ’s billing rates and/or reimbursement rate of expense, this Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.



Section 20 – Assignment. Neither party may assign all or a portion of its rights under this Agreement or delegate all or a portion of its obligations under this Agreement without the express written consent of the other party.

Section 21 – Independent Review. The parties acknowledge that they have read this Agreement and fully understand its terms. The parties further acknowledge that the terms of this Agreement have been mutually negotiated at arms-length. The parties waive the general rule of construction, therefore, that an agreement shall be construed against its drafter.

Section 22 – Acceptance and Authorization to Proceed. By signing this Agreement, Client agrees that the terms and conditions of this Agreement are acceptable and approved. If Client is a legal entity (e.g., a corporation, partnership, or limited liability company), then the person who signs on behalf of Client certifies that he or she has the authority to bind Client to the terms and conditions of this Agreement. If Client is a legal entity and it claims at any time that the person who signed this Agreement lacked the authority to do so, SCJ may name such person, in addition to Client, in any lawsuit or arbitration which arises relating to this Agreement and seek to hold such person liable, along with Client, in such proceeding. Upon SCJ’s receipt of this fully executed Agreement, SCJ shall have authority to commence the Work.

Section 23 – Attachments. The following attachments are hereby made a part of this Agreement.

- Attachment A – Scope of Work
- Attachment B – Billing Rate Schedule

SCJ:

CLIENT:

SCJ Alliance

City of Chehalis

By: _____

By: _____



Any Head, PE _____ (Print name)

_____ (Print name)

Principal _____ (Title)

_____ (Title)

_____ (Date)

_____ (Date)



EXHIBIT A
SCOPE OF WORK
CHEHALIS PUMP STATION REPLACEMENT PROJECT
ENGINEERING CONSULTING SERVICES
City of Chehalis, WA

Prepared for: Dave Vasilauskas, Water Superintendent
Prepared By: Robert G. Connolly, PE
SCJ Alliance
Date prepared: April 22, 2019

Introduction

During the term of this AGREEMENT, SCJ Alliance (CONSULTANT) shall provide professional services for City of Chehalis (CLIENT) in association with the Pump Station Replacement Project.

The work under this AGREEMENT shall be for the abandonment and replacement of a duplex water pump station per CSI Standard Specifications, DOH and City of Chehalis design standards.

Overview

The City of Chehalis proposes to replace a pump station at the Chehalis Water Treatment Plant. The replacement pump station will be located approximately 50 feet west of the existing pump station, adjacent to a dead-end, gravel-surfaced access road. Steep slopes are present above and below the project site and cut-construction and a retaining wall will be required. The wall may be added to the back of the pump station building or be part of the new pumphouse structure.

The CLIENT proposes to abandon the existing pump station located at 405 Parkhill Drive, Chehalis, WA by disconnecting the existing duplex pump system once the new pump station is completed and on-line. The existing pump house will remain, and the existing electric power generator will stay in service at its present location, for connection to the new pump station. In addition, the existing telemetry system will be modified to run the new pump station.

This project is separated into phases as follows:

- | | |
|-----------------|---|
| PHASE 01 | PROJECT MANAGEMENT |
| PHASE 02 | SCHEMATIC DESIGN |
| PHASE 03 | GEOTECHNICAL INVESTIGATION (Landau Associates, Inc.) |
| PHASE 04 | SURVEY SERVICES (Mountain2Coast) |
| PHASE 05 | STRUCTURAL ENGINEERING (TransOlympic Engineering) |
| PHASE 06 | TELEMETRY & ELECTRICAL (Parametrix) |



PHASE 07	90% PS&E
PHASE 08	BID PACKAGE (100% PS&E)
PHASE 09	BID PHASE ASSISTANCE
PHASE 10	CONSTRUCTION SERVICES (Additional Work)

Services and/or Materials Provided by Client

City of Chehalis will provide the following services and/or materials:

1. Existing as-built drawings of utilities in project vicinity
2. O&M Manual for existing pump station, electrical generator, and telemetry
3. Most recent City of Chehalis Water System Plan
4. SEPA, and permitting as applicable

Project Milestone Schedule

Notice to Proceed	May 17, 2019
30% PS&E Deliverables	June 21, 2019
90% PS&E Deliverables	July 26, 2019
100% PS&E Deliverables	August 9, 2019

General Assumptions

- Limits of work will be within about 100 ft of the existing pump station.
- The existing pump station will remain in operation at all times, during construction of the new pump station, until all electrical/telemetry controls are installed, and the new pump station is operational.

Change Management

This is a time and materials contract with a not to exceed maximum without a supplement to the contract. The level of effort for various phases/tasks listed in the budgeted hours spread sheet is an estimate and actual hours may vary. The contract will be managed to the contract maximum, not the task level budgets. Significant changes from these assumptions will be considered extra work and the work hours will be renegotiated as required.

PHASE 01 – PROJECT MANAGEMENT

Task 1 - Project Administration and Management

The work associated with this task involves administration of this Agreement and management of sub-consultants and the associated work to complete this Scope of Services defined herein.



Task Description

1. During the design phase of the project, CONSULTANT will establish and maintain communication within the in-house design team, CLIENT, and sub-consultants . CONSULTANT will monitor and report on the status of scope, schedule, and budget throughout the duration of the project.
2. CONSULTANT will manage project activities, budget and schedule; and assure that contractual obligations of this Agreement are met and, if necessary, that appropriate supplements are made.
3. Prepare project schedule.
4. Prepare and submit to CLIENT's project manager monthly invoices along with progress reports.
5. Provide in-house coordination meetings.
6. Provide coordination of sub-consultants.
7. Throughout the course of the project provide Principal QA/QC reviews.
8. Communicate with CLIENT, during the course of the project, via phone conferences and e-mails.
9. The CONSULTANT's project manager and project engineer, in addition to attending specific meetings as described in other tasks, shall attend the following meetings:
 - a) Project kickoff meeting with CLIENT
 - b) Monthly progress meetings with CLIENT. Purpose of meetings is to discuss progress, action items, schedule, budget, and upcoming issues. CONSULTANT will prepare agendas and minutes listing summary of action items, strategies, and decisions made. The duration of each meeting is assumed to be less than 2 hours and will be held at either the CLIENT or CONSULTANT's office.

Assumptions

- CONSULTANT will provide overall administration and management services.
- The duration of this work effort will be up to 4 consecutive months
- CLIENT will provide copies of all project related reports, studies, design & as-built plans for the existing pump station, watermains and other utilities in the vicinity of the project.
- There are no critical areas within the project area.

Deliverables

- Meeting agendas and minutes (electronically)
- Invoices/Progress reports



PHASE 02 – SCHEMATIC DESIGN

Task 1 – Preliminary Plans and Reports

The focus of this task is to prepare a workable site plan to show where the new pump house, access drive and parking area will be situated; as well as how the new pump system and related components will be connected to the existing water lines, drainage and power.

Task Description

1. A site visit will be conducted to record information and take photos of existing pumps, motors, controls, pipe sizes, electrical generator, electric service panel, and chlorine injection unit.
2. Obtain copies of existing as-built drawings, O&M Manual, and Latest City of Chehalis Water System Comprehensive Plan.
3. Contact Public Utility District #1 of Lewis County to determine what voltage power is available at the site for the proposed pump station, and to obtain any power line as-built information.
4. Create a base plan based on topographic survey, available as-builts and site visit.
5. Prepare a preliminary site plan showing existing features and proposed location of access drive, turn around, parking area for 3 full size maintenance vehicles and new pump house. Planned water line, drainage and power line routes will be shown also.
6. Prepare a preliminary grading & drainage plan for the project area.
7. Prepare an abbreviated drainage plan for project area.
8. Meet with WSDOH to discuss project and Project Report requirements.
9. Review pumping requirements to meet flows and pressures of existing pumps, coordinate selection with CLIENT, and review design with pump manufacturers.
10. Research chlorine injection unit for new pump house and coordinate selection with CLIENT
11. Prepare preliminary layout for new pump house.
12. Prepare Preliminary Project report per WSDOH requirements.
13. Submit plans and reports to CLIENT for review and comment.
14. Make changes to plans and reports per CLIENT review and resubmit to CLIENT and WSDOH for approval.
15. Prepare preliminary engineers estimate of probable construction costs.

Assumptions

- Proposed new drainage for project area will not require stormwater treatment and that runoff will be directed to existing or proposed catch basins and or will be release downstream via dispersal method.
- SEPA process is not required
- CLIENT shall pay all application and review fees directly to WSDOH



- The new duplex pump system will be a Package System (basically arrives to site as a complete package system ready for connection to water, power and telemetry connection, on a skid/sled, complete with plumbing, wiring, controls, etc.)

Deliverables

- Schematic level Site Plan
- Preliminary Project Report

PHASE 03 GEOTECHNICAL INVESTIGATION (Landau Associates, Inc.)

LAI's proposed scope of services includes the following tasks.

Task 1 - Project Management

Task Description

1. Provide general project management activities, such as project setup, invoicing, coordination with representatives of the City and/or SCJ, and meeting attendance.

Assumptions

- The LAI project manager can attend meetings via teleconference.
- No more than 2 hours will be required for meeting attendance.

Task 2 - Field Investigation and Laboratory Testing

Task Description

1. A field investigation and laboratory testing to support design and construction of the proposed improvements will be provided and will include:
 - Review available geologic and geotechnical information for the site and the surrounding area.
 - Contact the Washington Utilities Coordinating Council's "One Call" service to locate utilities in the project area. We will also subcontract a private utility-locating service to identify utilities located outside of public easements.
 - Explore subsurface soil and groundwater conditions at the site by advancing and sampling two borings: a 50-ft boring along the lower road and a 25-ft boring along the upper road. LAI will subcontract the drill rig and operator.



- Evaluate the steep slopes surrounding the site for indications of instability, such as slumps, erosion, pistol butt trees, and groundwater seepage.
- Perform geotechnical laboratory testing, including gradation, Atterberg limits, and moisture content determinations, on select samples obtained from the borings.

Assumptions

- SCJ will provide LAI with a project base map in AutoCAD® format.
- The field exploration program can be completed on weekdays, during daylight hours (i.e., no weekend and/or night drilling will be required).
- The site does not have a history of landslides. If the site has a history of landslides, LAI's scope of services and cost estimate will need to be revised accordingly.
- If needed, the City will supply an excavator and operator to dig a test pit at the final pump station location. The excavator and operator will be provided at no cost to LAI.

Task 3 - Geotechnical Analysis and Reporting

Task Description

1. LAI will prepare a draft geotechnical engineering report for the design team's review and comment. Upon receipt, LAI will address the comments, and submit a revised geotechnical report, signed and sealed by the project engineer. LAI's geotechnical report will include:
 - Seismic design parameters in general accordance with the 2015 International Building Code.
 - Results of laboratory testing performed on select samples obtained from the borings.
 - Discussion of the anticipated near-surface soil and groundwater conditions, including a geologic cross section of the site.
 - An assessment of static and seismic slope stability, including recommended setbacks and other reporting requirements in the Chehalis Municipal Code.
 - Recommendations for earthwork and grading, including temporary excavations, subgrade preparation, dewatering methods, reuse of onsite materials, and criteria for structural fill placement and compaction.
 - Recommendations for lateral earth pressures that can be used to design retaining walls.
 - Recommendations for shallow foundation support, including allowable soil bearing pressure and settlement, as needed.



Deliverables

- Preliminary Geotechnical Report
- Final Geotechnical Report

PHASE 04 – SURVEY SERVICES (Mountain2Coast)

Task 1 – Topographic Survey

Task Description

1. M2C will complete a limited topographic survey of the project site area. The topographic survey will include the following:
 - One-foot contours with tops, toes and breaks.
 - Buildings and other structures within the mapping limits.
 - Other visible improvements such as curbs, mailboxes, light poles, etc.
 - Hard surfaces such as concrete, pavement and gravel.
 - Trees 6” and larger dbh with diameter and species measured.
 - M2C will then field map the utilities paint marks. We will also open and measure utility structures and measure pipe sizes, types and invert elevations.

Assumptions

- Property boundary work will not be part of survey work
- M2C’s fee includes cost for a utility locator service to paint the buried conductible utilities.
- The Survey will be completed on the Washington State Plane Coordinate System and NAVD 88 vertical datum, unless directed by City of Chehalis to use NGVD 29.

Deliverables

- Topographic Survey Map in pdf form.
- ACAD electronic drawing file of the project by email.

PHASE 05 – STRUCTURAL ENGINEERING (TransOlympic Engineering)

Task 1 – PS&E

Task Description



1. Structural design will be prepared for the pump station building, the building foundation and retaining walls that are part of the building, based recommendations provided by the geotechnical engineer.
2. Provide structural design and details for mechanical platforms for interior mechanical components.
3. Provide equipment foundation designs for pads for site mechanical equipment in the vicinity of the building.
4. Design retaining walls in the immediate vicinity of the building to accommodate any grade changes that may be necessary to allow vehicle access to the building and equipment.
5. Provide specifications in the form of notes on the plans.
6. Coordination with Design Team will be provided.

Assumptions

- The site has steep slopes and it is anticipated that cutting into the hill side to place the new building will be required.
- The anticipated size of the pump house will not exceed 12' x 16'.
- The back wall of the structure may be combined as both a building wall and a retaining wall for the hill side.
- Structural Bid and Construction Phase Services will be provided as additional work on a time & materials (T&M) basis.
- Attend site visits or meetings at Client's request as additional services on a T&M basis.
- It is possible that unknown site conditions will arise that could affect structural design. If this occurs, we will notify Client and provide an updated fee estimate for any services that would be needed to address unknown conditions.

Deliverables

- Three (3) copies of calculations for permit review and coordination
- Structural plans, details and notes in AutoCAD format
- Cost estimate for structural components
- Special specifications



PHASE 06 – TELEMETRY & ELECTRICAL ENGINEERING (Parametrix)

Introduction

The City of Chehalis (City) has contracted with SCJ Alliance to design a new plant pump station. SCJ Alliance has asked Parametrix (as a sub-consultant to SCJ) to provide electrical design services. In addition, Parametrix's scope is to include programming services for the supervisory control and data acquisition (SCADA)/telemetry system components.

The following is Parametrix general understanding of the work required:

- The new pump station will consist of a skid-mounted pumping system, including PLC control panel, two pumps, and associated skid equipment. The new pump skid will be installed in a new building located approximately 60 feet from the existing pumping system. The new pumps will provide the same capacity as the previous pumps.
- Telemetry Systems: The existing fiberoptic telemetry system will be extended to the new pump skid and connect to the new packaged pump system control panel.
- The existing pump station utilizes remote input/output (RIO) via fiberoptic to the master telemetry unit (MTU). The new system will incorporate a CompactLogix programmable logic controller (PLC) and local input/output (I/O) cards and will include a local HMI mounted on the new pump skid control panel. Primary control will now be performed by the package pump system CompactLogix PLC. The existing MTU will monitor pump station status, performing only supervisory operations from a control perspective. (i.e., remote level signals transmitted to packaged pump systems.)
- The existing generator, normal (utility) power supply, and automatic transfer switch (ATS) will be retained. Power for the new packaged pump system will be extended from the existing ATS to a new sub-distribution panel at the new pump station building.
- Parametrix will provide the electrical design for the project. The design will incorporate the extension of the existing pump station power and telemetry conduits, wire, fiber optic cables, lighting, receptacles, and egress requirements to the new pump station.

General Assumptions and Exclusions

The overall project assumptions and exclusions include:

- Parametrix assumes that the electrical load for the new pump skid and associated building will be equal to or slightly less than the existing pump station. As a result, Parametrix assumes that the Owner's existing power system, including the existing electrical service, generator, conductors, ATS, and other associated electrical equipment, will be reutilized and are of sufficient size to handle the load of the new pump station. Parametrix assumes that Owner's existing load calculations will not be impacted by the proposed upgrade project; therefore, Parametrix will not be required to perform load calculations for the power supply to the new equipment. Should the inspection authority request a copy of the existing load calculations, Parametrix assumes that the Owner will provide these documents.



- This scope of work (SOW) is limited to electrical design and SCADA/telemetry programming services. This SOW excludes the provision of manufacturer's software packages, such as Rockwell Studio 5000. Control system design is excluded from this SOW. The control system design will be provided by others as part of the pump skid specifications and associated drawings. Parametrix will provide a cursory review of the pump skid specifications, drawings, and process narrative to provide continuity between the design and the programming identified in Task 3.
- Maximum of three design submittals: 50% (for review), 100% (for review), and Final (sealed and ready for inclusion in bid package). Permit-related and other submittals are excluded.
- The pump skid specifications (produced by others) will specify that the skid manufacturer will provide the pump control panel, which will include the integrated CompactLogix PLC.
- Specifications are in 6-digit Construction Specifications Institute (CSI) Division 40 format.
- Programming services will be provided for the pump skid PLC during construction as described below. No other construction-related services will be provided.
- Programming of the new station will coincide with the startup of the station by the general contractor (Contractor).
- The programming effort will be scheduled during construction. Programming will begin 6 weeks prior to scheduled startup, and programming will be coordinated with the Contractor's testing and facility startup. Program commissioning will not extend beyond 4 weeks after facility startup begins.
- Contractor will provide redline markups showing as-built condition at end of project. Parametrix's record-drawing effort is limited to a maximum 8-hour effort.
- Parametrix has budgeted a maximum of two site visits for commissioning support. If additional site visits are needed due to delays of Parametrix work caused by construction activities, then a budget amendment will be necessary to cover the additional Parametrix effort and travel costs.
- Project design duration will not exceed 180 days from notice to proceed (NTP).
- Project programming duration will not exceed 180 days from the Contractor NTP.
- It is assumed the engineering design portion of this project will be completed within 180 days of the NTP. The programming portion of this project will be completed within 180 days of the project award to Contractor. For each deliverable, Parametrix will require a minimum of 3 weeks after receiving review comments to incorporate comments into the design.

Task 1- Project Management & QA/QC

Task Description



The specific activities included under this task shall include the following:

- Project administration and management of budget, contract, billing memos, and schedule, as well as coordination of individual tasks and maintenance of project records.
- Billing Effort: This activity is for project accounting and project coordination services that are not included as part of the Parametrix-audited overhead rate applied to this project.
- Quality Assurance/Quality Control (QA/QC) for project deliverables.

Deliverables

- Monthly effort tracking, project progress reports, and generation of invoices.

Task 2- Electrical Design

Task Description

Goals

Produce design drawings, specifications, and engineer’s opinion of probable construction costs (EOPCC).

Approach

Drawings and specifications list:

Drawing	Deliverable Schedule
1. Legend	50%, 100%, Final
2. Electrical Site Plan (Show conduit runs between the existing station and the new station.)	50%, 100%, Final
3. Electrical Pump Station Building Plan (Show conduit runs in and around the building.)	50%, 100%, Final
4. Electrical One-Line Diagram	50%, 100%, Final
5. Electrical Schedules (Power conduit and wire schedule based on existing systems. No new control or signal schedule will be provided.)	50%, 100%, Final
Specification	
1. 26 05 00 Common Work Results for Electrical	100%, Final
2. Standard Parametrix specifications covering the following:	100%, Final



- a. 26 05 19 Low Voltage Electric Power Conductors and Cables
- b. 26 05 26 Grounding and Bonding for Electrical Systems
- c. 26 05 33.13 Conduit for Electrical Systems
- d. 26 05 33.16 Boxes for Electrical Systems
- e. 26 05 43 Under Ground, Ducts and Raceways for Electrical Systems
- f. 26 05 53 Identification for Electrical Systems
- g. 26 05 73 Overcurrent Protection and Coordination Study

Design review comments received by Parametrix following the 50% and 100% design submittals will be incorporated into the following submittal.

Deliverables

- 50% drawings for City review.
- 100% drawings and specifications for City review.
- Final drawings and specifications for bid package
- EOPCC provided with 100% and Final deliverables.

Task 3- Programming Services for the New Pump Station Skid

Task Description

Goals

Provide programming services for the new pump skid, local pump station HMI, and the MTU. The new program will replicate as nearly as practicable the control functionality of the existing pump system.

Approach

The approach to completing this task includes:

- Programming the pump skid manufacturer-provided PLC. Proper configuration and operation of the fiberoptic system are the responsibility of Contractor.
- Programming the new local pump station HMI at the new pump skid.
- Reprogramming the existing MTU for the new pump skid PLC.
- Verifying that communications have been configured from the MTU to the new pump skid PLC.



- Verifying that data from the new pump skid PLC is being received by the MTU through the extended fiberoptic system.
- Changing the mapping of the existing HMI Wonderware data tags from the path associated with the existing system to the new pump skid PLC.
- Verifying that all existing Wonderware alarm tags for the new pump skid PLC are active and responding as expected.
- Verifying that all existing and new alarms from the new pump skid PLC through the existing SCADAAlarm and Historian software modules.
- Testing/commissioning the project-associated HMI Wonderware tags and alarms with City personnel to verify proper operation at the HMI station and also through the SCADAAlarm dial-out system.
- After contractor substantial completion, Parametrix will provide 8 hours of additional support locally or remotely.
- Attending two meetings (one Parametrix staff, 4 hours each).
- The programming budget is limited to a maximum of 72 hours of effort. If additional programming effort is necessary, then this SOW and budget will be amended.
- Hardware verification/review of the Contractor submittals necessary to support program adherence to SCJ specifications for the pump skid control system.

Deliverables

Deliverables shall consist of the following:

- One electronic copy of the programs associated with the HMI and the MTU.

PHASE 07 – 90% PS&E

Task 1 – Final Construction Plans, Estimate, Specifications and Reports

This phase of work will commence after approval of preliminary site plan, drainage plan and Project Report.

Task Description

1. Conduct site visit prior to start of 90% plans.
2. Coordinate design with CLIENT, structural and electrical engineers.



3. Prepare the following final construction plans:
 - Cover Sheet (Including vicinity map, general project information, legend & abbreviations)
 - Existing Conditions, Topo survey, survey control plan
 - Erosion Control/Clearing/Demolition Plan
 - Erosion Control Notes and Details Sheet
 - Site grading, Paving & Drainage Plan
 - Grading, Paving & Drainage Details and Notes Sheet
 - Building Plan,
 - Building Details & Notes Sheet
 - Building Foundation Plan
 - Pump House Plumbing, Pump & Controls Plan
 - Plumbing, Pump & Controls Details and Notes Sheet
 - Telemetry Schematic Plan
 - Electrical Schematic Plan
 - Landscape Restoration Plan
4. Conduct final plan in hand site review.
5. Prepare final abbreviated drainage plan.
6. Prepare Final Project Design Report for WSDOH review.
7. Prepare Special Specifications for CLIENT review.
8. Prepare Engineer's Estimate of Probable Construction Cost
9. Prepare and update throughout project Design Documentation Notebook.
10. Prepare and update throughout project a Quantity Calculation Notebook.
11. Submit 90% plans, special specifications and estimate (PS&E) to Client for review & comment.
12. Respond to CLIENT review comments by making minor changes to plans, specifications and estimate.
13. Prepare comment response matrix in response to CLIENT review comments.
14. Submit Final Project Design Report to WSDOH for review.
15. Prepare final bid package and submit to Client for Bidding purposes.

Assumptions

- Pump house will be standard stick built with metal roof.



- Client will provide their public works specification template.
- Client will prepare bid specification book
- Landscape restoration will be limited to topsoil, hydro see, mulch.

Deliverables

- 90% Plans (AutoCAD drawings and PDFs)
- 90% Special Provisions in WORD format
- 90% Final Engineer's Estimate
- Final Project Design Report

PHASE 08 – Bid Package (100% PS&E)

Task 1 – Final Bid Documents

Task Description

- Meet with City staff to review 90% PS&E comments.
- Respond to and address the comments received from the City on the 90% PS&E submittal.
- Resubmit final PS&E Package (100%)
- Prepare and submit to City the project Advertisement for publication

Assumptions

- Any major changes to site plan or design will be considered additional services.
- City of Chehalis will publish project ad and send Bid Package to Plan Center

Deliverables

- Final PS&E documents ready for bidding in electronic format
- Project advertisement in electronic form

PHASE 09 BID PHASE ASSISTANCE

Task 01 – Bidding Support Services

Task Description



- 1) Bidding Services: Support City staff during the bidding period as directed. May include responding to contractor or supplier questions, preparation of addendums, attendance at pre-bid site meeting and review of bids as directed by Client. For budget purposes, 12 hours of support are assumed.

Assumptions

- Client will be main contact for contractors bidding project

Deliverables

- E-mail updates to Client to record project discussions and clarifications with contractors, suppliers or others
- Contract addendums


PHASE 10 – Construction Services (Additional Work)

Assumptions

- No work is included in this scope of work for construction support services. These efforts will be estimated once a preferred alternative is identified and a supplement will be provided for the additional scope of work.

END SCOPE OF WORK

Attachment B

Consultant Labor Hour Estimate										
SCJ Alliance 										
Client: City of Chehalis		Template Version: 1/9/2019								
Project: Chehalis Pump Station Replacement		Contract Type: Billing Rate Schedule								
Job #: P3470.01										
File Name: 2019-0301 Labor Estimate Final 2019April 18.xlsx										
		Brandon J	Bob C	Charlie S	Sam R	Whitney H	Eva O	Maddie R		
Phase & Task No.	Phase & Task Title	Principal	Sr Project Manager	Sr Design Engineer	Design Engineer	Project Engineer I	Project Coord. I	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
Phase 01 Project Management										
Task 01 Project Administration and Management										
1	Establish and maintain communication within the in-house design team, CLIENT, and sub-consultants		12.0						12.0	\$2,460
2	CONSULTANT will manage project activities, budget and schedule; and assure that contractual obligations of this Agreement are met and, if necessary, that appropriate supplements are made		12.0						12.0	\$2,460
3	Prepare project schedule.		1.0						1.0	\$205
4	Prepare and submit to CLIENT's project manager monthly invoices along with progress reports		1.0				2.0	2.0	5.0	\$965
5	Provide in-house coordination meetings	1.0	6.0	6.0	3.0	1.0			17.0	\$2,752
6	Provide coordination of sub-consultants		3.0						3.0	\$615
7	Throughout the course of the project provide Principal QA/QC reviews	2.0							2.0	\$420
8	Communicate with CLIENT, during the course of the project, via phone conferences and e-mails		2.0						2.0	\$410
9	The CONSULTANT's project manager and project engineer, in addition to attending specific meetings as described in other tasks, shall attend the following meetings									
9a	Project kickoff meeting with CLIENT		2.0	2.0					4.0	\$890
9b	Monthly progress meetings with CLIENT			4.0					4.0	\$560
	Maintain project files			2.0			2.0		4.0	\$440
Subtotal Hours:		3.0	39.0	14.0	3.0	1.0	4.0	2.0	66.0	\$11,577
Total Phase Hours:		3.0	39.0	14.0	3.0	1.0	4.0	2.0	66.0	66.0
Total Phase Direct Labor:		\$630.00	\$7,995.00	\$1,960.00	\$345.00	\$127.00	\$320.00	\$200.00	\$11,577.00	\$11,577.00
Phase 02 Schematic Design										
Task 01 Task Title										
1	A site visit will be conducted to record information and take photos of existing pumps, motors, controls, pipe sizes, electrical generator, electric service panel, and chlorine injection unit.			4.0					4.0	\$560
2	Obtain copies of existing as-built drawings, O&M Manual, and Latest City of Chehalis Water System Comprehensive Plan				2.0				2.0	\$230
3	Contact Public Utility District #1 of Lewis County to determine what voltage power is available at the site for the proposed pump station, and to obtain any power line as-built information				1.0				1.0	\$115
4	Create a base plan based on topographic survey, available as-builts and site visit.				8.0				8.0	\$920
5	Prepare a preliminary site plan showing existing features and proposed location of access drive, turn around, parking area for 3 full size maintenance vehicles and new pump house		2.0	8.0	8.0				18.0	\$2,450
6	Prepare a preliminary grading & drainage plan for the project area			8.0	8.0				16.0	\$2,040
7	Prepare a preliminary abbreviated stormwater plan		1.0	1.0	8.0				10.0	\$1,265
8	Meet with WSDOH to discuss project and Project Report requirements		2.0	4.0					6.0	\$970
9	Review pumping requirements to meet flows and pressures of existing pumps, coordinate selection with CLIENT, and review design with pump manufacturers		4.0	8.0					12.0	\$1,940
10	Research chlorine injection unit for new pump house and coordinate selection with CLIENT		2.0	8.0					10.0	\$1,530
11	Prepare preliminary layout for new pump house.		2.0	8.0					10.0	\$1,530
12	Prepare Preliminary Project report per WSDOH requirement		2.0	24.0					26.0	\$3,770
13	Submit plans and reports to CLIENT for review and comment		1.0	1.0					2.0	\$345
14	Make changes to plans and reports per CLIENT review and resubmit to CLIENT and WSDOH for approval.		1.0	2.0	4.0				7.0	\$945
15	Prepare preliminary engineers estimate of probable construction costs		1.0	8.0					9.0	\$1,325
Subtotal Hours:			18.0	84.0	39.0				141.0	\$19,935
Total Phase Hours:			18.0	84.0	39.0				141.0	141.0
Total Phase Direct Labor:			\$3,690.00	\$11,760.00	\$4,485.00				\$19,935.00	\$19,935.00

Consultant Labor Hour Estimate

SCJ Alliance



Client: City of Chehalis
 Project: Chehalis Pump Station Replacement
 Job #: P3470.01
 File Name: 2019-0301 Labor Estimate Final 2019April 18.xlsm

Template Version: 1/9/2019
 Contract Type: Billing Rate Schedule

Phase & Task No.	Phase & Task Title	Brandon J	Bob C	Charlie S	Sam R	Whitney H	Eva O	Maddie R	Total Direct Labor Hours & Cost	Total Cost
		Principal	Sr Project Manager	Sr Design Engineer	Design Engineer	Project Engineer I	Project Coord. I	Project Accountant		
Phase 03 Geotechnical Investigation (Landau Associates)										
Task 01	Task Title									
1	Management		1.0				1.0		2.0	\$285
	Subtotal Hours:		1.0				1.0		2.0	\$285
	Total Phase Hours:		1.0				1.0		2.0	2.0
	Total Phase Direct Labor:		\$205.00				\$80.00		\$285.00	\$285.00
Phase 04 Survey Services (M2C LLC)										
Task 01	Task Title									
1	Management		1.0				1.0		2.0	\$285
	Subtotal Hours:		1.0				1.0		2.0	\$285
	Total Phase Hours:		1.0				1.0		2.0	2.0
	Total Phase Direct Labor:		\$205.00				\$80.00		\$285.00	\$285.00
Phase 05 Structural Engineering (TransOlympic Engineering)										
Task 01	Task Title									
1	Management		1.0				1.0		2.0	\$285
	Subtotal Hours:		1.0				1.0		2.0	\$285
	Total Phase Hours:		1.0				1.0		2.0	2.0
	Total Phase Direct Labor:		\$205.00				\$80.00		\$285.00	\$285.00
Phase 06 Electrical Design and SCADA/Telemetry Programming (Parametrix)										
Task 01	Task Title									
1	Management		1.0				1.0		2.0	\$285
	Subtotal Hours:		1.0				1.0		2.0	\$285
	Total Phase Hours:		1.0				1.0		2.0	2.0
	Total Phase Direct Labor:		\$205.00				\$80.00		\$285.00	\$285.00
Phase 07 90% PSE										
Task 01	Task Title									
1	Conduct site visit prior to start of 90% plans.			4.0					4.0	\$560
2	Coordinate design with CLIENT, structural and electrical engineers		1.0	4.0					5.0	\$765
3	Prepare the following final construction plans:									
3a	Cover Sheet (including vicinity map, general project information, legend & abbr				4.0				4.0	\$460
3b	Existing Conditions, Topo survey, survey control plan				4.0				4.0	\$460
3d	Erosion Control/Clearing/Demolition Plan				4.0				4.0	\$460
3e	Erosion Control Notes and Details Sheet				4.0				4.0	\$460
3f	Site grading, Paving & Drainage Plan		2.0	16.0	16.0				34.0	\$4,490
3g	Grading, Paving & Drainage Details and Notes Sheet		1.0	2.0	8.0				11.0	\$1,405
3h	Building Plan		1.0	8.0	8.0				17.0	\$2,245
3i	Building Details & Notes Sheet			4.0	8.0				12.0	\$1,480
3j	Building Foundation Plan		2.0						2.0	\$410
3k	Pump House Plumbing, Pump & Controls Plan		4.0	16.0	16.0				36.0	\$4,900
3l	Plumbing, Pump & Controls Details and Notes Sheet		4.0	8.0	8.0				20.0	\$2,860
3m	Telemetry Schematic Plan		2.0						2.0	\$410
3n	Electrical Schematic Plan		2.0						2.0	\$410
3o	Landscape Restoration Plan		1.0	2.0	4.0				7.0	\$945
4	Conduct final plan in hand site review		4.0						4.0	\$820
5	Prepare final abbreviated stormwater plan		1.0	1.0	8.0				10.0	\$1,265
6	Prepare Final Project Design Report for WSDOH review		2.0	4.0	8.0				14.0	\$1,890
7	Prepare Special Specifications for CLIENT review		4.0	16.0					20.0	\$3,060
8	Prepare Engineer's Estimate of Probable Construction Cost		1.0	8.0					9.0	\$1,325

Consultant Labor Hour Estimate



SCJ Alliance

Client: City of Chehalis

Template Version: 1/9/2019

Project: Chehalis Pump Station Replacement

Contract Type: Billing Rate Schedule

Job #: P3470.01

File Name: 2019-0301 Labor Estimate Final 2019April 18.xlsm

Phase & Task No.	Phase & Task Title	Brandon J	Bob C	Charlie S	Sam R	Whitney H	Eva O	Maddie R	Total Direct Labor Hours & Cost	Total Cost
		Principal	Sr Project Manager	Sr Design Engineer	Design Engineer	Project Engineer I	Project Coord. I	Project Accountant		
9	Prepare and update throughout project Design Documentation Notebook			8.0					8.0	\$1,120
10	Prepare and update throughout project a Quantity Calculation Notebook.			8.0					8.0	\$1,120
11	Submit 90% plans, special specifications and estimate (PS&E) to Client for review & comment		1.0	1.0					2.0	\$345
12	Respond to CLIENT review comments by making minor changes to plans, specifications and estimate.		1.0	2.0	8.0				11.0	\$1,405
13	Prepare comment response matrix in response to CLIENT review comments			2.0					2.0	\$280
14	Submit Final Project Design Report to WSDOH for review		1.0	1.0					2.0	\$345
15	Prepare final bid package and submit to Client for Bidding purposes		2.0	8.0			4.0		14.0	\$1,850
Subtotal Hours:			37.0	123.0	108.0		4.0		272.0	\$37,545
Total Phase Hours:			37.0	123.0	108.0		4.0		272.0	272.0
Total Phase Direct Labor:			\$7,585.00	\$17,220.00	\$12,420.00		\$320.00		\$37,545.00	\$37,545.00

Phase 08 Bid Package (100% PSE)										
Task 01 Final Bid Documents										
1	Meet with City staff to review 90% PS&E Comments			2.0					2.0	\$280
2	Respond to and address the comments received from the City on the 90% PS&E submittal.			2.0	4.0				6.0	\$740
3	Resubmit final PS&E Package (100%)			1.0					1.0	\$140
4	Prepare and submit to City the project Advertisement for publication			2.0					2.0	\$280
Subtotal Hours:				7.0	4.0				11.0	\$1,440
Total Phase Hours:				7.0	4.0				11.0	11.0
Total Phase Direct Labor:				\$980.00	\$460.00				\$1,440.00	\$1,440.00

Phase 09 Bid Phase Assistance										
Task 01 Bidding Support Services										
1	Bidding Support Services		4.0	8.0					12.0	\$1,940
Subtotal Hours:			4.0	8.0					12.0	\$1,940
Total Phase Hours:			4.0	8.0					12.0	12.0
Total Phase Direct Labor:			\$820.00	\$1,120.00					\$1,940.00	\$1,940.00

Total Hours All Phases		3.0	102.0	236.0	154.0	1.0	12.0	2.0	510.0	510.0
Total Direct Labor Estimate All Phases		\$630.00	\$20,910.00	\$33,040.00	\$17,710.00	\$127.00	\$960.00	\$200.00	\$73,577.00	\$73,577.00
Indirect Costs										
Subconsultants:										
		Landau Associates								
		\$ 21,800.00								
		Mountain2Coast								
		\$ 4,060.00								
		TransOlympic Engineering								
		\$ 17,088.00								
		Parametrix								
		\$ 55,710.00								
Subconsultant Total:		\$ 98,658.00								
Subconsultant Markup:		\$ 9,865.80								
Subtotal:		\$ 108,523.80								
Copies, Printing, etc.		\$ -								
Mileage		\$ -								
Management Reserve:		\$ -								
Total Indirect Costs:		\$ 108,523.80								
Total:		\$ 182,100.80								

PHASE SUMMARY TABLE



Chehalis Pump Station Replacement

Project #: P3470.01

Phase #	Phase Title	SCJ Hours	SCJ Direct Labor	Total Cost
SCJ Labor				
Phase 01	Project Management	66.0	\$11,577	\$11,577
Phase 02	Schematic Design	141.0	\$19,935	\$19,935
Phase 03	Geotechnical Investigation (Landau Associates)	2.0	\$285	\$285
Phase 04	Survey Services (M2C LLC)	2.0	\$285	\$285
Phase 05	Structural Engineering (TransOlympic Engineering)	2.0	\$285	\$285
Phase 06	Electrical Design and SCADA/Telemetry Programm	2.0	\$285	\$285
Phase 07	90% PSE	272.0	\$37,545	\$37,545
Phase 08	Bid Package (100% PSE)	11.0	\$1,440	\$1,440
Phase 09	Bid Phase Assistance	12.0	\$1,940	\$1,940
Subtotal		510.0	\$73,577.00	\$73,577.00
Subconsultants				
Phase 03	Landau Associates			\$21,800
Phase 04	Mountain2Coast			\$4,060
Phase 05	TransOlympic Engineering			\$17,088
Phase 06	Parametrix			\$55,710
	Subconsultant Markup:			\$9,866
Subtotal				\$108,523.80
Reimbursable Expenses				
Phase 99	Reimbursable Expenses			\$0
Management Reserve Fund (MRF)				
Phase 98	Management Reserve Fund (MRF)			\$0
Total				\$182,100.80



Attachment B
SCJ Alliance
Billing Rate Schedule – March 2018

Classification	Hourly Billing Rate
Senior Principal Consultant	\$250.00 - \$330.00
Principal	\$185.00 - \$260.00
Principal Environmental Scientist	\$160.00 - \$180.00
Principal Landscape Architect	\$150.00 - \$175.00
Senior Consultant	\$165.00 - \$250.00
Senior Project Manager	\$160.00 - \$200.00
Project Manager	\$135.00 - \$160.00
Project Engineer II	\$135.00 - \$145.00
Project Engineer I	\$115.00 - \$130.00
Senior Design Engineer	\$115.00 - \$150.00
Design Engineer	\$90.00 - \$115.00
Senior Designer	\$110.00 - \$125.00
Designer	\$80.00 - 95.00
Project Landscape Architect	\$115.00 - \$130.00
Landscape Architect I	\$100.00 - \$110.00
Landscape Designer	\$80.00 - \$100.00
Senior Planner	\$125.00 - \$140.00
Planner	\$95.00 - \$120.00
Environmental Scientist	\$135.00 - \$160.00
Environmental Planner	\$105.00 - \$120.00
Senior Transportation Planner	\$125.00 - \$165.00
Transportation Planner	\$105.00 - \$135.00
Construction Inspector	\$105.00 - \$150.00
Graphic Designer	\$95.00 - \$125.00
Project Coordinator II	\$100.00 - \$115.00
Project Coordinator I	\$80.00 - \$95.00
Project Accountant	\$100.00 - \$125.00
Administrative Assistant	\$70.00 - \$80.00
Information Services Manager	\$150.00 - \$170.00
Information Technology Specialist	\$85.00 - \$135.00
Communications Manager	\$115.00 - \$145.00
Communications Specialist	\$85.00 - \$110.00

Other Fees:

- Direct project expenses and reproduction costs are billed at cost plus 10%

Reimbursable Expenses:

- | | |
|--------------------|---------------|
| • Mileage | \$0.65/Mile |
| • Bond Paper Plots | \$2.50/Sheet |
| • Mylar | \$20.00/Sheet |
| • Reports | \$35.00/Each |

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Trent Lougheed, Community Development Director
Rick Sahlin, Public Works Director
Don Schmitt, Street/Storm Superintendent

MEETING OF: May 13, 2019

SUBJECT: Change Order #4 for the National Avenue Slide Restoration Project

ISSUE

The National Avenue Slide Restoration project, which is being funded by the Transportation Benefit District, needs some additional work completed prior to closing the project. The additional work exceeds the amount previously authorized by City Council. It is recommended that the City Council authorize additional work in the amount of \$19,195.68.

DISCUSSION

On August 27, 2018, Gill Construction was awarded the National Avenue Slide Restoration project in the amount of \$219,925. A 10% contingency in the amount of \$21,992 was also authorized by the City Council, bringing the original total authorized to \$241,917. This project consisted of approximately 1,400 feet of roadway removal and rechannelization, removal of 1,290 feet of guardrail, new 6-foot asphalt pedestrian path and stormwater swale, pavement markings, erosion control, and associated traffic control.

Shortly after construction the drainage swale became a popular place for off-road enthusiasts, along with some unintended visitors, as well. The swale needs regrading and rock check dams installed to slow the runoff. In addition, it is proposed that extruded curbing be placed along the edge to help deter vehicles from entering the swale. This additional work in the amount of \$19,195.68 would increase the total amount of the project to \$260,442.94, which exceeds the amount previously authorized by City Council.

There have been three change orders previously approved:

CO #1 – \$8,849.87: Extra work necessary to remove excess concrete within the project limits.

CO #2(corrected) – \$777.33: Additional time and materials associated with raising a buried catch basin to grade that was discovered during the project.

CO #3 – \$6,547.44 credit: The unit price for crush surfacing top course was renegotiated due to quantities far exceeding contracted amount. Agreed upon adjusted unit cost was \$59.00 per ton, down from \$75.00 per ton.

In addition, there will be another change order prepared reconciling the final project quantities with the bid quantities. There has been an additional amount of \$18,152.50 spent on quantity overages in the contract, bringing the total amount spent to date to \$241,247.26.

FISCAL IMPACT

The additional \$19,195.68 would come from Transportation Benefit District funds.

RECOMMENDATION

It is recommended that the City Council approve an additional expenditure of \$19,195.68 and authorize the City Manager to sign corresponding change order #4.

SUGGESTED MOTION

I move that the City Council approve an additional expenditure of \$19,195.68 and authorize the City Manager to sign corresponding change order #4.

CONTRACT CHANGE ORDER (CO)

City of Chehalis

AGENCY

**National Ave. Slide Repair and
Rechannalization**

PROJECT TITLE

Project No. T007.1006

CO No. #4

PROPOSAL REQUEST

TO: Gill Construction (CONTRACTOR)

CO REQUEST DATE: 10/16/2018

Change Order Description:

Additional work necessary to repair and protect the drainage swale, including regrading, check dams, extruded curbing, and additional hydroseeding.

Reason for Change DESIGN ERRORS DESIGN OMISSIONS AGENCY LATENT CONDITIONS CODE REQUIREMENTS VALUE ENGINEERING

EXPLANATION: Additional work required to protect drainage swale

DATE CO REQUIRED: 4/30/2019
(14 days from Request Date, unless other date agreed to)

CHANGE ORIGINATED BY: City of Chehalis

CO REQUESTED BY: Trent Lougheed

CONTRACTOR PROPOSAL

TO: Trent Lougheed (A/E)

WE AGREE TO PERFORM ALL CHANGE IN THE WORK DESCRIBED IN THE CO REQUEST FOR:

CONTRACT SUM:

- NO CHANGE
- INCREASE
- DECREASE



Seven hundred seventeen and 33/100 dollars \$ 19,195.68
(WASHINGTON STATE SALES TAX NOT INCLUDED)

CONTRACT TIME:

- NO CHANGE
- INCREASE
- DECREASE



30 CALENDAR DAYS

The foregoing amount covers everything required in connection with the change. All other provisions of the contract remain in full force and effect.

We understand that this change order constitutes authorization to proceed with the specified changes in the work.

Gill Construction
CONTRACTOR

BY _____
SIGNATURE

4/23/2019
DATE

APPROVAL

We have carefully examined this CO and recommend approval.

Owner accepts this CO and authorizes the performance of the changes specified

A/E

DATE

OWNER

DATE

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council
FROM: Jill Anderson, City Manager
MEETING OF: May 13, 2018
SUBJECT: Consider Cancellation of May 28, 2019 City Council Meeting

ISSUE

The Memorial Day holiday falls on the next City Council meeting date of May 27.

DISCUSSION

The May 27 City Council meeting falls on the Memorial Day holiday this year. As there are no pressing items needing City Council consideration, the administration recommends cancelling the meeting.

FISCAL IMPACT

NA

RECOMMENDATION

It is recommended that the City Council cancel the May 27, 2019 City Council meeting.

SUGGESTED MOTION

I move that the City Council cancel the May 27, 2019 City Council meeting.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Trent J. Lougheed, P.E., Community Development Director
Hillary Hoke, Planning & Building Department Manager

MEETING OF: May 13, 2019

SUBJECT: Refund of Right of Way Occupancy Permit Fees for Temporary Uses

ISSUE

There has been confusion about the requirements related to the fees associated with right-of-way (ROW) occupancy permits for sidewalk sales, outdoor seating, and other similar uses of the public right-of-way for private business gain/profit and associated fee. This item has been prepared to ask the City Council to formally suspend the fee associated with the temporary ROW fees for the placement of temporary event signs in the City ROW and request authorization to refund the fees collected for the temporary ROW permits for temporary event signs since December 2018.

BACKGROUND

The City has a fee schedule in the Chehalis Municipal Code which sets forth the following:

Right-of-Way Permit:

- For construction activity: \$50
- For temporary (less than 30 days) occupancy: \$50
- For permanent occupancy associated with an adjacent business: \$100 annually

At the December 10, 2018, City Council meeting, the ROW permit fee of \$100 that was applied for long-term use of the right-of-way for movable signs and temporary uses was suspended until such time as code revisions could be drafted and approved. Staff mistakenly understood this direction to be applicable to sandwich board signs only and not event signs placed throughout the city, which have a \$50 fee. It has been brought to the attention of staff that City Council's intention was to waive the fee for any temporary sign permit, not just sandwich board signs associated with an adjacent business. As a result, there needs to be formal action to suspend the fee for the ROW permit for temporary uses in the ROW. In addition, the fee has been collected on two separate occasions since December from the Lewis County Historical

Museum and the Chamber of Commerce. Therefore, staff is also requesting authorization to refund the respective organizations the \$50 fee collected.

FISCAL IMPACT

Two event sign applications were approved at \$50 each, for a total of \$100. There would also be a minor loss of revenue related to the suspension of the fee.

RECOMMENDATION

It is recommended that the City Council clarify that the fee waiver was to pertain to sandwich board signs, merchandise displays, and community event signs, and to direct staff to refund the fees previously remitted.

SUGGESTED MOTION

I move that the City Council:

- Authorize the refund of the \$50 fee collected from the two non-profits that paid the fee;
- Clarify that the fee suspension applies to all temporary sign placements, including sandwich board signs, merchandise displays, and community event signs;
- Clarify that the fee waiver remain in effect until such time as a new or amended process and/or ordinance is adopted; and
- Clarify that all other right-of-permit requirements and fees remain as currently written.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

MEETING OF: May 13, 2019

SUBJECT: Interlocal Agreement with Lewis County Fire District 6 for Extended Use of Fire Station Facilities

ISSUE

An interlocal agreement with Lewis County Fire District #6 (LCFD #6) has been prepared to replace the agreement approved in September 2018 to set forth the terms for extended use of the LCFD #6 Fire Station by the City of Chehalis due to the ongoing concerns about the structural integrity of City of Chehalis Fire Station.

BACKGROUND

In September 2018, the City and LCFD #6 approved an agreement regarding temporary use of LCFD facilities by City of Chehalis Fire personnel after a release of asbestos at the City of Chehalis Fire Station. At that time, the agreement was expected to be temporary and the monthly charge for the use of LCFD #6 facilities was set at a nominal \$1,400 per month.

Unfortunately, the situation is not temporary. While the asbestos was cleaned up consistent with existing protocols, the situation prompted further review of the known issues with the building and highlighted the potential for unknown issues that can be discovered when renovating a building built in the 1920s. Therefore, a new agreement is needed that reflects the City's need to provide fire quarters for its fire personnel for an extended period of time while a location for a new fire station can be identified and constructed.

Similar to the original agreement, the second agreement being considered at this time continues to provide that LCFD #6 will allow the city the nonexclusive use of those portions of the station to house its personnel, fire apparatus, storing of equipment and supplies, and the use of adjacent parking areas. Additional key terms include:

- **Term:** The agreement is effective upon mutual execution, with the ability for either party to terminate with sixty days written advanced notice.
- **Consideration (Rent):** \$3,000 a month retroactive to January 2019.
- **Indemnification/Hold Harmless:** Mutual indemnification clauses are included.

- **Insurance:** Each party shall procure and maintain a comprehensive general liability policy covering all claims for personal injury and/or property damage. The liability limit should be not less than one million for each occurrence and a two million aggregate. Participation in a self-insured governmental risk pool will satisfy the insurance requirements.
- **Separate Legal Entity:** The agreement does not establish a separate legal entity and shall be administered jointly by the chief officers or the respective parties.

The LCFD #6 Board of Commissioners approved the agreement on May 8, 2019.

FISCAL IMPACT

The cost of renting LCFD #6 facilities will be \$36,000 year. The 2019 Budget may need to be amended to reflect the increased cost of renting fire facilities. While this is unfortunate, the opportunity to rent from LCFD #6 is the most cost-effective operational option available to the City at this time.

RECOMMENDATION

It is recommended that the City Council approve the Station Use Interlocal Agreement with LCFD #6 and authorize the City Manager to execute the agreement.

SUGGESTED MOTION

I move that the City Council approve the Station Use Interlocal Agreement with LCFD #6 and authorize the City Manager to execute the agreement.

May 8, 2019

STATION USE INTERLOCAL

This agreement is entered into as of this ____ day of _____, 2019 between Lewis County Fire Protection District No. 6 "District", and the City of Chehalis referred to as "City".

RECITALS

1. District owns a fire station located at 2123 Jackson Hwy., Chehalis, WA 98532 "Station."
2. City has a temporary emergency need to house 12 Employees and 7 City Fire Apparatus and associated equipment in an operating fire station.
3. District, in an effort to assist City in addressing its housing need and to minimize the impact of the City's needs on the District's mutual aid obligations in the City is willing to allow City to temporarily use those portions of the Station identified in Exhibit A.
4. This agreement is entered into under the authority of RCW 52.12.031 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.

AGREEMENT

1. **Use of Station by City.** District agrees to allow the City the nonexclusive use of those portions of the Station identified in Exhibit A. for the following purposes:
 - 1.1. Stationing of a City fire apparatus;
 - 1.2. Storing of associated City equipment and supplies;
 - 1.3. Use of parking area adjacent to Station as necessary and provided that such use does not interfere with District's operations; and
 - 1.4. As a response base for responses into City and for mutual aid responses outside of the City. Such use to include stationing of City personnel on 24 hour basis including use of necessary bathroom, sleeping, lounge areas and kitchen facilities. City personnel shall be responsible for purchasing and preparing their own meals.
2. **No shared property or shared use.** The parties agree that City's rights are limited to the uses specified in Paragraph 1 of this Agreement and that City has no right to use District property stored in the Station. City agrees that District personnel may move the City apparatus as necessary to allow for Station access, cleaning, maintenance, etc. All property acquired by City related to the use of the Station shall remain the property of City in the event of the termination of this agreement. All property acquired by District related to the use of the Station, shall remain the property of District in the event of the termination of this agreement. The Station shall remain the sole property of District and this Agreement does not create any ownership interests in the Station by any other entity or individual.

- 3. Security and Building Access.** City shall maintain the security of the Station at all times and shall only provide access codes and or keys to those City personnel with a need to access the Station. Authorized personnel of City shall have access to the Station on a twenty-four hour per day, seven day per week basis. City agrees that if City or City personnel are negligent in the use and occupation of the Station and if such negligence is the cause of damage to the facility or damage to or loss of District property located in the Station, that City shall be solely responsible for such damages or loss, including but not limited to insurance deductibles.
- 4. Term.** This Agreement shall be effective on the date of mutual execution and shall continue until terminated by either party with 60 days written advance notice.
- 5. Consideration.** The consideration for this Agreement is 1) the benefit to District of having the City fire apparatus in a position to provide a quicker response to mutual aid incidents in the District, 2) to decrease the impact on the District's mutual aid obligations in the City, 3) the City's agreement to indemnify and hold District harmless in the manner specified in Paragraph 6, and 4) The City's payment of \$3,000.00 per month retroactive to January 1, 2019 to offset the City's impact on the wear and tear of the Station and assist in offsetting cost of office/station supplies.
- 6. Indemnification and Hold Harmless.**

 - 6.1.** Chehalis agrees to defend, indemnify, and hold harmless District 6 and each of its employees, officials, agents, and volunteers from any and all losses, claims, insurance deductibles, liabilities, lawsuits, or legal judgments arising out of any negligent or tortious actions or inactions by Chehalis or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. All costs, including but not limited to insurance deductibles, attorneys' fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, etc., shall be paid by Chehalis or its insurer. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Agreement is not enforceable.
 - 6.2.** District 6 agrees to defend, indemnify, and hold harmless Chehalis and each of its employees, officials, agents, and volunteers from any and all losses, damages, claims, insurance deductibles, liabilities, lawsuits, or legal judgments arising out of any negligent or tortious actions or inactions by District 6 or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. All costs, including but not limited to insurance deductibles, attorneys fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, etc., shall be paid by District 6 or its insurer. This provision shall survive the expiration or earlier termination of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this interlocal Agreement is not enforceable.
 - 6.3.** It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.

7. Insurance.

7.1. District 6 and Chehalis shall carry and maintain, for the duration of this Agreement, occurrence based general liability, automobile liability, property damage, and errors and omissions insurance coverage with an admitted carrier for the state of Washington with the following minimums:

General Liability: \$1 million per occurrence
Automobile Liability: \$1 million combined single limit
Errors and Omissions: \$1 million per occurrence.

The insurance policies shall be endorsed to name the other party of this Agreement and its officials, officers, employees, and volunteers, who are acting within the scope of this Agreement as additional insureds for any and all actions taken by each party, its officials, officers, employees, and volunteers in the scope of their duties pursuant to this Agreement. In the alternative, each city may satisfy the requirements of this section by becoming or remaining a participant in a self-insurance pool in the state of Washington with stated limits equal to or greater than the limits specified herein.

7.2. District shall maintain Property Insurance (building, business personal property, emergency equipment and apparatus, along with district employees, officials, agents, and volunteers personal property) with replacement cost valuation. District shall provide annual evidence of insurance with a Certificate of Insurance for the City, adding the City as an Additional Insured for the duration of this agreement.

7.3. City shall maintain Property Insurance (building, business personal property, emergency equipment and apparatus, along with district employees, officials, agents, and volunteers personal property) with replacement cost valuation on personal property located in the Station and on the grounds of the Station. City shall provide annual evidence of insurance with Certificate of Insurance or a letter of Memorandum for the District adding the District as an Additional Insured for the duration of this agreement.

8. Miscellaneous.

8.1. No Separate Entity Created. This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation.

8.2. Administration. This Agreement shall be administered jointly by the chief officers of the respective Parties.

8.3. Benefits. This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.

8.4. Assignment. City shall not assign its rights under this Agreement without the prior written consent of District.

8.5. Entire Agreement/Modification. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations or

May 8, 2019

discussions with respect thereto. This Agreement may be amended or modified by written instrument signed by the Parties.

8.6.Publication on Website. This Agreement shall either be filed with the County Auditor or listed on each party's website in compliance with RCW 39.34.040. The failure to correctly list this Agreement shall not nullify any term of this Agreement.

8.7.Notice. All communications regarding this Agreement shall be sent to the parties at the parties regular business address unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by first class or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

By: _____
City of Chehalis City Manager

By: _____

Print Name: _____
City Manager

Print Name: _____
Fire Chief

DATE: _____

DATE: _____

EXHIBIT A

- 1. Apparatus Floor**
- 2. Day Room**
- 3. Alarm Room**
- 4. Training Room**
- 5. Administration Offices**
- 6. Meeting Rooms**
- 7. Bathrooms**
- 8. Dormitory**
- 9. Physical Fitness Area**
- 10. Apparatus Tarmac**
- 11. Parking Lot**

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Glenn Schaffer, Police Chief

MEETING OF: May 13, 2019

SUBJECT: Police Records, Evidence, and Parking Positions

ISSUE

The Chehalis Police Department's Evidence Custodian/Parking Enforcement Officer resigned earlier this year, and this position is still vacant. In addition, the Police Department has two full time Records Technicians whose job responsibilities and work load have increased exponentially over the past 10 to 15 years. The current pay level reflects position responsibilities of a clerical nature rather than the current administrative responsibilities that include meeting the legal requirements related to many police records. The departure of our parking/evidence employee has given us the opportunity to make some needed changes in the Police Department involving all three of these job responsibilities.

DISCUSSION

Police Records Technicians

The Chehalis Police Records Technicians are currently listed on the City of Chehalis Salary Schedule as a 15A, the lowest paid full-time position city-wide. In comparison, the Evidence/Parking Officer is on the schedule at 16A; the Police Administrative Assistant is a 17A; and the Community Services Officer is at an 18A.

In 2018, recognizing the increase in their job responsibilities and the quantity of work they were performing, we conducted a review of the tasks the Records Technicians performed. Looking at a 10-year period, the tasks that were identified as having a "moderate to significant increase in time" were:

- Case reviews
- Case entries of officer reports
- NIBRS (National Incident Based Reporting System)
- Concealed pistol license and pistol transfers
- Dog licensing
- Parking permits
- Court dispositions and decline letters

- Further investigation letters
- Charging documents
- Omnibus notifications
- Record sealing and destruction
- Protection orders
- Lab reports
- File purging
- ACCESS validations
- Press releases
- Public records requests (between 3 and 15 per day).

One technician position is also assigned as our ACCESS Tech, responsible for training, rule adherence, and audits for all system users (all employees); and the other position is assigned as our Spillman Tech, responsible for administrative authority, and attending trainings and county-wide meetings regularly.

Records Technicians are also responsible for receiving every phone call and greeting every person who comes to the front counter during the day.

New State Mandated Responsibilities

In addition to these tasks are two recent changes in the handling of firearms purchasing and licensing. A recent change to the way background investigations are conducted for firearms purchases looks to increase this task more than 3-fold. This change will go into effect July 1, 2019 and when we applied the changes hypothetically to the firearms background checks completed in 2017 – the checks would have increased from 33 to 119. This change does NOT consider the changes forthcoming by Initiative 1639, the results of which are so far unknown, but have been reported to be significant. Whether or not an individual is able to purchase, possess, or sell a firearm in our City will rest squarely on the shoulders of our Records Technicians and their background investigations, an enormous responsibility.

The Chehalis Police Department needs further staff to help manage the workload of the Records Technicians, and to increase the compensation to the current technicians in recognition of the significant increase to the level of responsibility now associated with the position, including the application of legal principles, analysis of information, and meeting statutory requirements related to the management of police records.

Evidence Technician/Parking Enforcement Officer

This Evidence Technician/Parking Enforcement Officer position was essentially created in 2001 when the then full-time parking enforcement officer took over evidence duties from the Detective Sergeant. The individual who filled this position for 14 years had worked for the police department as a parking enforcement officer for one year prior to taking on the additional duties and was (is) highly organized, self-sufficient, and responsible.

The two job tasks (parking and evidence) are incongruent and have no true overlapping or similar responsibilities. They are also both very independent, solitary jobs requiring a candidate

that can work mostly unsupervised. In 2015, we had considerable difficulty finding a suitable candidate to hire for this position, which is now vacant, for those reasons.

Proposed Restructuring of Positions

The Chehalis Police Department now has a unique opportunity to restructure and gain some needed assistance at the administrative level by eliminating the Evidence/Parking enforcement position and creating an Evidence/Records Assistant position. We would essentially gain a Records Assistant who for 50% of his/her time would assist the Records Technicians with greeting customers, answering phones, taking fingerprints, assigning cases to officers, and all the other “front desk” duties that so often interrupt the case and background work of the current technicians, allowing them to keep current on their tasks. In addition, the Records Assistant work would be much more aligned with an Evidence Custodian, many of their duties would overlap. This would also place the Evidence Custodian in a position to be more closely supervised by being present in the administrative office, as opposed to more solitary work.

However, to make this move would require the addition of a parking enforcement officer. The Police Department suggests creating a part-time parking enforcement officer whose job duties would be focused on the greater downtown area of Chehalis. The other parking issues that do not pertain to time-parking enforcement, such as abandoned vehicles, parking complaints, permit issues, etc. have already been assigned to the Community Services Officer (Nuisance Abatement/Animal Control). We understand that the City is not financially able to fill this position immediately, which would leave it vacant until that time there was funding to fill it.

FISCAL IMPACT

Raising the level of the Records Technician position from 15A (\$3,738) to 17A (\$4,121) is a salary increase of \$383 per month per employee, or roughly \$9,200 per year.

The cost of adding a part-time parking enforcement officer considering a pay assignment of a 15A and working 80 hours per month would amount to approximately \$26,530 including benefits.

The current Evidence/Parking position is on the schedule as a 16A. This position would simply be recreated into an Evidence/Records position and is already budgeted, therefore creating no new financial impact.

RECOMMENDATION

It is recommended that the City Council approve:

- A salary increase for the Police Records Technician position from a 15A to a 17A;
- The elimination of the Parking/Evidence Technician position;
- The creation of Records Assistant/Evidence Technician at a salary level of 16A; and
- The creation of a part-time Downtown Parking Enforcement Officer at a salary level of 15A.

SUGGESTED MOTION

I move that the City Council approve:

- A salary increase for the Police Records Technician position from a 15A to a 17A;
- The elimination of the Parking/Evidence Technician position;
- The creation of Records Assistant/Evidence Technician at a 16A; and
- The creation of a part-time Downtown Parking Enforcement Officer at a 15A.